



**McGOEY, HAUSER and EDSALL  
CONSULTING ENGINEERS D.P.C.**

MARK J. EDSALL, P.E., P.P. (NY, NJ & PA)  
MICHAEL W. WEEKS, P.E. (NY, NJ & PA)  
MICHAEL J. LAMOREAUX, P.E. (NY, NJ, PA, VT & VA)  
MATTHEW J. SICKLER, P.E. (NY & PA)  
PATRICK J. HINES

Main Office  
33 Airport Center Drive  
Suite 202  
New Windsor, New York 12553

(845) 567-3100  
fax: (845) 567-3232  
e-mail: mheny@mhepc.com

Principal Emeritus:  
RICHARD D. McGOEY, P.E. (NY & PA)  
WILLIAM J. HAUSER, P.E. (NY, NJ & PA)

**TOWN OF NEWBURGH  
PLANNING BOARD  
TECHNICAL REVIEW COMMENTS**

**PROJECT NAME: MAVIS TIRE/MIXED USE (RHINEBECK REALTY LLC)**  
**PROJECT NO.: 15-03**  
**PROJECT LOCATION: SECTION 60, BLOCK 3, LOT 40.2**  
**REVIEW DATE: 29 MAY 2015**  
**MEETING DATE: 4 JUNE 2015**  
**REPRESENTATIVE: BOHLER ENGINEERING**

1. Additional engineering details must be provided including SWPPP, final water and sewer plans, erosion and sediment control.
2. Pedestrian walkways have been incorporated into the site plan as discussed with the Planning Board.
3. Details of proposed stone wall should be incorporated into the landscaping plan. Planning Board should discuss waivers of design guideline based on implementing landscaping plan to screen parking and front yard setbacks.
4. Proposed interconnect with adjoining property has been incorporated into the plan sheets.
5. NYSDOT comments regarding access should be received.
6. Applicants continue to propose one way exit to the rear as two-way traffic will require individual permit from Army Corps of Engineers and mitigation of wetland impacts.
7. City of Newburgh Flow Acceptance Letter is required.
8. Orange County Planning comments must be received.
9. Confirm landscaping plan coordinates with proposed stone wall along frontage. This does not appear to be depicted on landscaping plan.

10. Rear access retaining wall designs should be incorporated into plans.

Respectfully submitted,

***McGoey, Hauser & Edsall  
Consulting Engineers, D.P.C.***

---

Patrick J. Hines  
Principal



# BOHLER<sup>TM</sup>

## ENGINEERING

17 Computer Drive West  
Albany, NY 12205  
PHONE 518.438.9900  
FAX 518.438.0900

### Via Overnight Delivery

May 28, 2015

Town of Newburgh Planning Board  
308 Gardnertown Road  
Newburgh, New York 12550

Attn: Mr. John P. Ewasutyn, Planning Board Chairman

Re: Proposed Redevelopment Project  
1413 Union Ave  
Newburgh, New York 12550  
Newburgh Planning Board File No. 2015-03

Dear Chairman Ewasutyn and Members of the Planning Board:

On behalf of our client, Rhinebeck Realty, LLC, we are pleased to submit this response to comments summary to the Town of Newburgh for the above referenced project. This summary is in response to the various comments received in a February 12, 2015 "Technical Review Comments" summary by McGoey, Hauser and Edsall Consulting Engineers, D.P.C. (hereinafter "MH&E"), a February 17, 2015 review letter from Creighton Manning Engineering, LLP (CME), and an April 30, 2015 "Technical Review Comments" summary by MH&E, as noted below with our responses in italics.

As part of this response to comments summary, enclosed please find the following items (collated into six sets) for the Planning Board's consideration at their March 12, 2015 meeting:

- A. Three (3) 24" x 36" copies and nine (9) 11" x 17" copies of a set of plans entitled "Site Development Plans", consisting of fourteen (14) sheets, dated January 27, 2015, revised through May 28, 2015, prepared by Bohler Engineering.
- B. Three (3) 24" x 36" copies and nine (9) 11" x 17" copies of the survey entitled "1413 Union Avenue, ALTA/ACSM Land Title Survey of the Lands to be conveyed to Mavis Tire Supply, LLC", dated June 20, 2014, revised through August 2, 2014 (included in the site plan set).
- C. Three (3) 24" x 36" color copies and nine (9) 11" x 17" color copies of a set of plans entitled "Preliminary Exterior Elevations", consisting of three (3) sheets, Drawing Nos. A-200, A-201 and A-202, each dated May 26, 2015, prepared by DCAK MSA Architecture and Engineering, PC.
- D. Three (3) 24" x 36" color copies and nine (9) 11" x 17" color copies of a rendered 3D perspective of the proposed project, undated, prepared by DCAK MSA Architecture and Engineering, PC.

The following summary is in response to the various comments received in the February 12, 2015 "Technical Review Comments" summary by MH&E, as noted below with our responses in italics:

1. General demolition notes must identify specifically that a permit is required from the Town of Newburgh Building Department prior to any demolition occurring on the site.  
*The demolition notes have been revised accordingly.*



2. Note 6: Demolition notes should be revised to require notification of the Town of Newburgh Building/Code Office and not Municipal Engineer and local Soil Conservation District. Soil Conservation District is not involved in this project.  
*The demolition notes have been revised accordingly.*
3. Standard Town of Newburgh Water and Sewer notes must be added to the plans. Copy of updated required notes are attached.  
*These notes have been added to the plans as requested.*
4. The Applicant should evaluate the Town of Newburgh design guidelines for projects. Parking within the front yard setback, lighting design, landscaping requirements, etc. should be addressed. Any specific waivers requested by the Applicant should be addressed in a written request to the Planning Board.  
*The Town of Newburgh design guidelines have been reviewed and incorporated into the site design, to the extent practicable. Parking has been revised to conform to the required front yard setback and other design elements have been incorporated into the detailed site plans included with this submission. The Applicant has incorporated a stone wall and extensive landscaping into the front of the site to mitigate any concerns related to parking in the front yard.*
5. City of Newburgh Flow Acceptance letter is required prior to granting any approvals.  
*Comment acknowledged.*
6. Information pertaining to the access easement to the west should be provided for Planning Board Attorney review.  
*Comment acknowledged. See attached copy of Liber 2136 Pages 732-735 that provides the requested information.*
7. Actual field delineation of the Army Corps of Engineers boundary should be provided on the plans. Plans should be updated to include all work within the easement area grading, drainage, retaining walls, inverts, wetland mitigation areas, etc. should be depicted on plans.  
*The survey is currently in the process of being revised to include this information. The site plans currently identify pertinent design features for the rear access per the previously approved access design and additional detail will be provided once the updated survey is completed.*
8. Approval from NYSDOT for new ingress and egress plan must be received.  
*Comment acknowledged.*
9. Future submissions must contain a landscape plan in compliance with Town code and design guidelines.  
*A landscape plan designed by a landscape architect has been included within the Site Development Plans that accompany this submission.*
10. It is recommended the Applicant consult with the Town of Newburgh Water Department representatives with regard to providing a single water connection into the site to service the 3 proposed buildings rather than the current proposal to provide 3 individual water services requiring construction within the state highway as well as a relocated hydrant.  
*We have been coordinating with the Water Department to design an appropriate common service to serve all three (3) buildings and we expect to provide additional detail in this regard in the next submission.*



11. Similar comment is requested that an evaluation be undertaken to provide a single sanitary sewer force main crossing rather than the current proposed two crossings and two grinder pump stations. One pump station serving the auto and retail and one pump station currently proposed to service the restaurant. Design details of all state highway crossings should be incorporated into the plans.  
*Coordination is undergoing with Town of Newburgh DPW to design an appropriate sewer force main for all three (3) buildings and we expect to provide additional detail in this regard in the next submission.*
12. Any outdoor storage of new or waste tires should be addressed on the plans.  
*No outdoor storage is proposed.*
13. Applicants are requested to discuss the dumpster enclosure proposed for the auto service site. Access seems difficult based on location of dumpster enclosure and doors. Storm water management plan, as well as storm water pollution prevention plan, should be provided in future submissions. Grading plan is incomplete in the area of the detention pond and rear access drive.  
*The door on the west side of the Mavis facility provides access to the subject dumpster; Mavis has reviewed and approved this layout. Dumpster details and a full grading plan have been included in the revised Site Development Plans. A SWPPP will be provided at a later time.*
14. Code Compliance/Jurisdictional Fire Department comments should be received regarding the proposed site.  
*We received the attached March 25, 2015 email correspondence from Mr. Canfield. Code Compliance and Fire Department comments have been received and addressed. Each building is required to be sprinklered.*
15. Section 185-18(4)(b) requires that front yards abutting all county and state highways be at least 60 feet in depth. Applicants should address any of the identified exceptions with an analysis of adjoining properties.  
*The plans have been revised to accommodate the required 60' setback.*
16. Section 185-28 Motor Vehicle Service Station Car Wash and Rental Agencies (B) requires 50 foot entrance and exit drives. Rear exit drive appears to be proposed at 18 feet in width.  
*The applicant secured a variance from the Town of Newburgh Zoning Board of Appeals on April 23, 2015 to allow the 18' rear exit drive width.*
17. The Applicants are requested to evaluate Section 185-28G with regard to proximity of the mobile gasoline dispensing station at the intersection of Union Avenue Route 300 and Meadow Hill Road.  
*We have consulted with Code Enforcement and it has been determined that this section of the code does not apply since there are no proposed fueling operations on the project site.*
18. Section 185-28J(1) Service and Repair Requirements (A-C) should be addressed by the Applicant's Representative.  
*This item was discussed with the Planning Board at the May 7, 2015 meeting and this item is not a concern with the proposed tire center use as there is not typically overnight storage of vehicles and if there were the vehicles would be parked within the building.*
19. Outdoor storage of any products associated with the proposed tire shop should document compliance with Section 185-30 Outdoor Storage.



*No outdoor storage of any products associated with the proposed tire shop is proposed.*

The following summary is in response to the various comments received in the February 17, 2015 Creighton Manning Engineering, LLP (CME) review letter dated February 17, 2015, as noted below with our responses in italics:

1. This site was previously reviewed for a similar proposal in 2012 (Town Project #2012-05).  
*Comment acknowledged.*
2. The site will relocate the northern driveway to the center of the frontage along Route 300 directly opposite the Newburgh Commons plaza entrance. The southern access will be modified to accommodate a right-out only. With separate left and right exit lanes provided at the main driveway, the southern right-out only driveway may be redundant. Eliminating it would reduce the number of curb cuts and conflict points with Route 300.  
*The southern access has been eliminated as requested.*
3. The rear access is proposed to be one-way out via an 18-foot wide driveway. Is it possible to widen this proposal to accommodate two-way traffic? If so, what are the impacts to the adjacent wetlands?  
*Widening the driveway width will disturb more the 0.1 acre of wetlands and would require mitigation. As such, the one way drive is proposed to remain.*
4. The all the commercial uses in the area and the proximity to residential land uses, the applicant and Board should discuss providing a sidewalk across the site frontage.  
*The Board further discussed this matter at the May 7, 2015 meeting and requested a connection be made within the site to the adjacent property to the north. A sidewalk connection to the adjoining property to the north has been proposed as requested.*
5. Will the retail and restaurant dumpster locations be accessible by a garbage truck?  
*Yes; rollout dumpsters are envisioned for the small retail space.*
6. We would estimate the site to generate approximately 115 trips during the weekday PM peak hour and approximately 75 trips during the Saturday mid-day peak hour. The restaurant will be the higher generator during the weekday PM peak hour while the tire store and restaurant would be near equal during the Saturday mid-day hour. As a truck terminal, the site may have generated around 15 to 20 trips during the weekday PM peak hour, and 5 trips on a Saturday based on 32 truck bays.  
*No response necessary.*
7. Left turns exiting the site will be very difficult. There is a center turn lane but it is stripped as a southbound left turn lane into Newburgh Commons; therefore, exiting left turn traffic will need to find a gap in the northbound and southbound traffic flow to complete their turn. Alternatively, they may exit the rear of the site to the mall access, taking drivers to Route 300 via a signalized intersection.  
*The applicant is retaining a qualified traffic engineer to assess access and related items.*
8. The northbound approach of Route 300 is stripped as a two-way left turn lane. We do not consider it necessary to restripe this approach as an exclusive left turn lane; however, NYSDOT will review this as part of the applicant's highway work permit.  
*Comment acknowledged; the Applicant is coordinating with NYSDOT.*



9. Depending on the restaurant tenant, parking may be limited. Will the parking for the entire site be shared amongst all tenants or will certain spaces be restricted to only retail or tire customers?  
*At this time the Applicant feels that parking is adequate and parking for the entire site will be shared amongst the three facilities.*

The following summary is in response to the various comments received in the April 30, 2015 "Technical Review Comments" summary by MH&E, as noted below with our responses in italics:

1. Plans have been revised schematically since the last board meeting, relocating the proposed auto retail use outside of the front yard setback. In addition, the right out turn lane on the southern portion of the site has been removed.  
*Comment acknowledged.*
2. NYSDOT approval for access drive is required.  
*Comment acknowledged.*
3. Detail design plans and reports must be provided in support of the revised location.  
*Detailed design plans have been provided within this submission. We anticipate providing Stormwater Pollution Prevention Plan (SWPPP) and geotechnical reports in a subsequent submission.*
4. Future submissions should identify no outdoor storage of any materials on the site.  
*A corresponding note has been added to the Site Plan.*
5. Unified site plan documents should be executed allowing for mixed use of the commercial parking. Site must operate as a unified site plan regarding maintenance and operation of the site.  
*The development is proposed to be under common ownership, as required by the Shopping Center use classification, and the maintenance and operation of the site will be the responsibility of the Owner.*
6. Utilities were previously commented on. Result of discussions with Town Representatives should be identified with the Board.  
*We have been coordinating with the Town of Newburgh DPW and will continue to do so moving forward. We will provide an update to the Planning Board at our next presentation.*
7. Storm water management plans and reports must be developed on future submissions.  
*The site plans include a grading and drainage plan. In addition, we anticipate providing Stormwater Pollution Prevention Plan (SWPPP) and geotechnical reports in a subsequent submission.*
8. Gerald Canfield's comments regarding 18 foot access lane width to the rear should be received.  
*We received the attached March 25, 2015 email correspondence from Mr. Canfield. In addition, the Applicant has secured the necessary variance from the Town of Newburgh Zoning Board of Appeals on April 23, 2015 to allow the 18 foot wide rear access drive.*
9. Further review will be undertaken upon submission of detail design reports.  
*Comment acknowledged.*



# BOHLER<sup>TM</sup> ENGINEERING

Town of Newburgh Planning Board  
308 Gardnertown Road  
Newburgh, New York 12550

May 28, 2015  
Page 6 of 6

Should you have any questions or any additional needs please do not hesitate to contact us at (518) 438-9900.

Sincerely,

**BOHLER ENGINEERING MA, LLC**

Robert W. Osterhoudt, P.E.

Enclosures/Attachment

cc: Michael Manes (via email w/ 1 copy of enclosures)  
Kenneth W. Wersted, Creighton Manning (via overnight delivery w/ 1 copy of enclosures)  
Patrick J. Hines, McGoey, Hauser and Edsall (via overnight delivery w/ 1 copy of enclosures)  
Michael H. Donnelly, Dickover, Donnelly & Donovan (via overnight delivery w/ 1 copy of enclosures)

MAY 29 2015

FIRST AMENDMENT TO LEASE

THIS AGREEMENT made the 6TH day of JULY, 1979, by and between JOHN J. LEASE, JR., ELIZABETH L. LEASE, RICHARD F. LEASE and RAPHAEL J. LEASE, hereinafter called "Landlord", and THE FAIRFIELD MALL LIMITED PARTNERSHIP, hereinafter called "Tenant";

## W I T N E S S E T H:

WHEREAS, Landlord and Tenant have entered into a certain lease dated August 2, 1978 ("Lease"), with respect to property located in the Town of Newburgh, County of Orange, State of New York, and located generally at the intersection of the Southeasterly line of the New York State Thruway with Interstate Route 84, ("Property"), as more particularly described in the Lease; a Memorandum of which dated the 18th day of October, 1978, was recorded in the Orange County Clerk's Office on December 13, 1978, in Book 2118 of Deeds at Page 401; and

WHEREAS, the parties intend to amend the terms of the Lease as follows;

NOW, THEREFORE, it is agreed as follows:

1. In lieu of depositing sums or other security with Landlord under §3.04(b) or §8.02 of the Lease, if required by the holder of a leasehold mortgage such sums shall be deposited with the holder of such leasehold mortgage in escrow as security; provided that such holder shall be a mortgage company, bank, trust company, savings and loan association, insurance company, pension fund, real estate investment trust or other lending institution reasonably satisfactory to Landlord.

2. Section 12.01 shall be modified to read as follows:

"Section 12.01. Tenant shall permit Landlord and its authorized representatives to enter the Demised Premises at all reasonable times for the purpose of (a) inspecting the same and (b) making any necessary repairs thereto and performing any work therein that may be necessary by reason of Tenant's failure to make any such repairs or perform any such work or to commence the same within thirty (30) days after notice from Landlord, except in the case of an emergency in which event only five (5) days prior notice shall be required. Nothing herein contained shall create or imply any duty upon the part of Landlord to do any such work; and the performance thereof by Landlord shall not constitute a waiver of Tenant's default in failing to perform same."

3. Section 15.03 shall be modified as follows:

(a) Subsection (2) shall be applicable only to the following subtenants, any parent, subsidiary or affiliated entity thereof designated as the tenant in the applicable sublease, and the successors and assigns of such subtenants under their subleases:

Sears, Roebuck & Co.  
Caldor, Inc.  
Supermarkets General Corporation  
Albany Public Markets, Inc.  
McDonald's Corporation

These listed subtenants are hereafter referred to as "Major Tenants". Notwithstanding the provisions of Section 15.03(2), no subtenant shall be entitled to any recovery or award in an amount which exceeds that permitted under such subtenant's lease with Tenant.

(b) All subtenants, other than the Major Tenants, shall have the right to such compensation as may be separately awarded or recoverable by such subtenants in their own right on account of any damage to their business by reason of condemnation and for such damage to their leasehold improvements and equipment, provided that no such claim shall diminish or

otherwise offset the reward or recovery available to Landlord, Tenant or any leasehold mortgagee.

4. Section 16.01 shall be modified to read as follows:

"Section 16.01. A "Permitted Mortgage" shall be only such mortgage secured by Tenant's leasehold interest which Landlord is requested to sign in order to subordinate its fee interest to the mortgage lien. There will be no Permitted Mortgage at any time that there is another leasehold mortgage outstanding against the Tenant's leasehold estate; and there will be no Permitted Mortgage unless Landlord, at its sole discretion, consents thereto. No mortgage, judgment or other lien, including but not limited to a Permitted Mortgage or any other mortgage on the ground owner's fee title, shall have priority to Tenant's leasehold interest or be senior in lien to a leasehold mortgage (unless the terms of such leasehold mortgage provide otherwise, or unless otherwise agreed in writing by the holder of such leasehold mortgage)."

5. Section 17.02 shall be modified to read as follows:

"Section 17.02. Tenant shall have the right to mortgage this Lease and to assign, pledge or hypothecate this Lease and Tenant's interest herein as security for any such mortgage.

No leasehold mortgage shall be binding upon Landlord in the enforcement of its rights and remedies herein and by law provided, unless and until an executed counterpart thereof or copy thereof certified by the recording officer shall have been delivered to Landlord, notwithstanding any other form of notice, actual or constructive. Any leasehold mortgage shall be specifically subject and subordinate to the interest of the Landlord in the Demised Premises; and except as otherwise provided herein, the rights of any leasehold mortgagee shall not be any greater than the rights of Tenant. Any mortgage of this Lease or the interest of Tenant hereunder without full compliance with any and all requirements hereunder shall be invalid and of no effect against Landlord."

6. Section 26.01(c) shall be modified to read as follows:

"(c) Any conveyance or dedication of portions of the Demised Premises for public purposes such as road widenings, curb cuts or other purposes in connection with vehicular traffic, including a certain 50 foot strip leading to Meadow Hill Road ("Accessway") which is included as part of the Demised Premises and shown on a certain plan prepared by Eustance & Horowitz for Langan Engineering dated October 27, 1978, Drawing #A-2588B, which is attached hereto ("Survey"), which Accessway is 50.34' by 521.47' by 50' by 527.27'; provided, however, that any other such conveyance or dedications shall not exceed a width of 22 feet."

7. Section 26.02 shall be modified to read as follows:

"Section 26.02. Landlord shall have a right to use the Accessway described in §26.01(c) in common with other users thereof. In addition, Landlord shall have the right of ingress and egress to such Accessway over an area 50' by 272.23', which area is located on the Demised Premises and shown on the Survey as a shaded area which is designated as "R.O.W. to John and Elizabeth Lease". Such rights of ingress and egress shall be available to John and Elizabeth Lease, who are the owners of a contiguous parcel of approximately 1.03 acres which is presently leased to McLean Trucking Co., and to John and Elizabeth Lease's tenants, invitees, heirs, executors and assigns. Tenant shall as a part of the construction work in the Shopping Center construct a road in the bed of such Accessway in accordance with all applicable specifications of the Town of Newburgh."

8. Except as otherwise set forth herein the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this First Amendment to Lease the day and year first above written.

LANDLORD:

John J. Lease, Jr.  
John J. Lease, Jr.  
Elizabeth L. Lease  
Elizabeth L. Lease  
Richard F. Lease  
Richard F. Lease  
Raphael J. Lease  
Raphael J. Lease

TENANT:

The Fairfield Mall Limited Partnership  
By its General Partner  
Ban American Associates

[Signature]

*See Over*

## Robert Osterhoudt

---

**From:** Gerald Canfield <codecompliance@townofnewburgh.org>  
**Sent:** Wednesday, March 25, 2015 4:04 PM  
**To:** Robert Osterhoudt  
**Cc:** planningboard@Townofnewburgh.org  
**Subject:** RE: Mavis Union Avenue follow up

Rob,

With respect to our phone conversation today, please accept this E-mail as a review of the items discussed. The project is located in the Orange Lake Fire District. A representative from the jurisdictional Fire Department has reviewed the proposed project. All new Structures are required to have Sprinkler Systems installed per Town of Newburgh Municipal Code. Driving lanes appear to be adequate per the N.Y. State Fire Code requirements.

Jerry Canfield

---

**From:** [rosterhoudt@bohlereng.com](mailto:rosterhoudt@bohlereng.com) [<mailto:rosterhoudt@bohlereng.com>]  
**Sent:** Monday, March 23, 2015 4:34 PM  
**To:** [codecompliance@townofnewburgh.org](mailto:codecompliance@townofnewburgh.org)  
**Subject:** RE: Mavis Union Avenue follow up

Good afternoon Gerry,

Hope you enjoyed the weekend. I'm following up on my voicemail from a few minutes ago and the emails below in case it's easier for you to reply by email. We have the ZBA meeting this Thursday evening and I'd like to have any additional review comments from your office and the fire department in advance of that meeting if possible. Please give me a call or shoot me an email on Tuesday morning if you can. Thanks.

Rob

---

**From:** Robert Osterhoudt  
**Sent:** Wednesday, March 18, 2015 9:41 AM  
**To:** 'Canfield Gerry'  
**Subject:** RE: Mavis Union Avenue follow up

Hi Gerry,

I'm following up on my voicemail from this morning and the email below. Please advise as to when we can expect the review comments from your office and the Fire Department. Hope to hear from you soon, give me a call (numbers below) or shoot me an email when you can. Thanks.

Also, just wanted to let you know that we are scheduled to be on the 3/26 ZBA agenda for the two area variances for the 18' wide rear driveway and the 3 acre lot size. We adjusted the site layout after the Planning Board meeting to provide the minimum 60' front yard setback and avoid the need for the front yard setback variance.

Rob

Robert Osterhoudt, P.E.





GENERAL NOTES

- CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH THE NOTES AND SPECIFICATIONS CONTAINED HEREIN. CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ALL SUBCONTRACTORS FULLY AND COMPLETELY COMPLY TO AND COMPLY WITH THESE REQUIREMENTS.
1. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS SITE PLAN:
1.1. LOCAL LAND TITLE SURVEY OF THE LANDS TO BE CONVEYED TO MAINT THE SUPPLY, LLC, PREPARED BY ALFRED A. WALDRUFF LAND SURVEYORS LLP, DATED JUNE 20, 2014, REVISED THROUGH AUGUST 2, 2014.
1.2. GEOTECHNICAL REPORT, PREPARED BY LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, DATED JULY 26, 2012, NO REVISIONS LISTED.
1.3. RECORD OF TITLE PLAN, PREPARED BY LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES, DATED JULY 26, 2012, NO REVISIONS LISTED.
1.4. THE START OF CONSTRUCTION, THE CONTRACTOR MUST VERIFY THAT HE/SHE HAS THE LATEST EDITION OF THE DOCUMENTS REFERENCED ABOVE. THIS IS CONTRACTOR'S RESPONSIBILITY.
2. ALL ACCESSIBLE (ADA) ADA PARKING SPACES MUST BE CONSTRUCTED TO MEET, AT A MINIMUM, THE MORE STRINGENT OF THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA) (28 CFR 42.1201 (c) and 42 U.S.C. 4151 et seq.) OR THE REQUIREMENTS OF THE JURISDICTION WHERE THE PROJECT IS TO BE CONSTRUCTED, AND ANY AND ALL AMENDMENTS TO 507 WHICH ARE IN EFFECT WHEN THESE PLANS ARE COMPLETED.
3. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS REVIEWED AND THOROUGHLY REVIEWED THE COMMENTS TO ALL PLANS AND OTHER DOCUMENTS REVIEWED AND APPROVED BY THE PERMITTING AUTHORITIES AND CONFIRMED THAT ALL NECESSARY OR REQUIRED PERMITS HAVE BEEN OBTAINED. CONTRACTOR MUST HAVE COPIES OF ALL PERMITS AND APPROVALS ON SITE AT ALL TIMES.
4. THE OWNER/CONTRACTOR MUST BE FAMILIAR WITH AND RESPONSIBLE FOR THE PROCUREMENT OF ANY AND ALL CERTIFICATIONS REQUIRED FOR THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
5. ALL WORK MUST BE PERFORMED IN ACCORDANCE WITH THESE PLANS, SPECIFICATIONS AND CONDITIONS OF APPROVAL, AND ALL APPLICABLE REQUIREMENTS, RULES, REGULATIONS, STATUTORY REQUIREMENTS, CODES, LAWS AND STANDARDS OF ALL GOVERNMENTAL ENTITIES WITH JURISDICTION OVER THIS PROJECT.
6. THE GEOTECHNICAL REPORT AND RECOMMENDATIONS SET FORTH HEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND, IN CASE OF CONFLICT, SUPERSEDE ANY AND ALL OTHER WORK. THE WORKING REQUIREMENTS CONTAINED IN THE PLANS AND THE GEOTECHNICAL REPORT AND RECOMMENDATIONS SHALL TAKE PRECEDENCE OVER ANY AND ALL OTHER REQUIREMENTS. THE CONTRACTOR MUST NOTIFY THE ENGINEER IN WRITING OF ANY SUCH CONFLICT, DISCREPANCY OR AMBIGUITY BETWEEN THE GEOTECHNICAL REPORTS AND PLANS AND SPECIFICATIONS PRIOR TO PROCEEDING WITH ANY FURTHER WORK.
7. THESE PLANS ARE BASED ON INFORMATION PROVIDED TO BOHLER ENGINEERING BY THE OWNER AND OTHERS PRIOR TO THE TIME OF PLAN PREPARATION. CONTRACTOR MUST FIELD VERIFY EXISTING CONDITIONS AND NOTIFY BOHLER ENGINEERING, IN WRITING, IMMEDIATELY IF ACTUAL SITE CONDITIONS DIFFER FROM THOSE SHOWN ON THE PLAN, OR IF THE PROPOSED WORK CONFLICTS WITH ANY OTHER SITE FEATURES.
8. ALL DIMENSIONS SHOWN ON THE PLANS MUST BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR MUST NOTIFY ENGINEER, IN WRITING, IF ANY CONFLICTS, DISCREPANCIES OR AMBIGUITIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. NO EXTRA COMPENSATION WILL BE PAID TO THE CONTRACTOR FOR WORK WHICH HAS TO BE REDONE OR REPAIRED DUE TO DIMENSIONS OR GRADING WHICH DIFFER FROM THESE PLANS PRIOR TO CONTRACTOR OBTAINING WRITTEN NOTIFICATION OF SAME AND ENGINEER THEREAFTER. PROVIDING CONTRACTOR WITH WRITTEN AUTHORIZATION TO PROCEED WITH SUCH ADDITIONAL WORK.
9. CONTRACTOR MUST REFER TO THE ARCHITECTURAL BUILDING PLANS FOR RECORD FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRY POINTS, ELEVATIONS, PRECISE BUILDING DIMENSIONS, AND EXACT BUILDING UTILITY LOCATIONS.
10. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR MUST COORDINATE THE BUILDING LAYOUT BY CAREFUL REVIEW OF THE ENTIRE SITE PLAN AND THE LATEST ARCHITECTURAL PLANS (INCLUDING, BUT NOT LIMITED TO, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND FIRE SUPPRESSION PLANS, WHERE APPLICABLE). CONTRACTOR MUST IMMEDIATELY NOTIFY OWNER, ARCHITECT AND SITE ENGINEER, IN WRITING, OF ANY CONFLICTS, DISCREPANCIES OR AMBIGUITIES WHICH EXIST.
11. PERMITS MUST NOT BE BURIED ON THE SUBJECT SITE AND ALL UNDESIRABLE EXCAVATED MATERIAL AND DEBRIS (SOLID WASTE) MUST BE DISPOSED OF IN ACCORDANCE WITH THE REQUIREMENTS OF ANY AND ALL GOVERNMENTAL AUTHORITIES WHICH HAVE JURISDICTION OVER THIS PROJECT OR OVER CONTRACTOR.
12. THE CONTRACTOR IS RESPONSIBLE FOR IDENTIFYING WHEN ANYTHING IS PRECISED FOR BEING INSTALLED ALL SHORING REQUIRED DURING EXCAVATION (TO BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS) AND ANY ADDITIONAL PRECAUTIONS TO BE TAKEN TO ASSURE THE STABILITY OF ADJACENT, NEARBY AND PROXIMATE STRUCTURES AND PROPERTIES.
13. THE CONTRACTOR IS TO EXERCISE EXTREME CARE WHEN PERFORMING ANY WORK ACTIVITIES ADJACENT TO PAVEMENT, STRUCTURES, ETC. WHICH ARE TO REMAIN EITHER IN AN INITIAL PHASE OF THE PROJECT OR AS PART OF THE FINAL CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR TAKING ALL APPROPRIATE MEASURES REQUIRED TO ENSURE THE STRUCTURAL STABILITY OF SIDEWALKS AND PAVEMENT, UTILITIES, BUILDINGS, AND INFRASTRUCTURE WHICH ARE TO REMAIN AND TO PROVIDE A SAFE WORK AREA FOR THIRD PARTIES, PROFESSIONALS AND ANYONE INVOLVED WITH THE PROJECT.
14. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO ANY NEW OR EXISTING CONSTRUCTION OR PROPERTY DURING THE COURSE OF CONSTRUCTION, INCLUDING BUT NOT LIMITED TO: DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURBS, ETC. AND SHALL BEAR ALL COSTS ASSOCIATED WITH SUCH TO INCLUDE, BUT NOT BE LIMITED TO, REPAIRING THE SURVEY, RE-SETTING AND CONSTRUCTION. THE CONTRACTOR IS RESPONSIBLE FOR AND MUST REPLACE ALL SIGNAL, INTERCONNECTION CABLE, WIRING CONDUITS AND ANY UNDERGROUND ACCESSORY EQUIPMENT DAMAGED DURING CONSTRUCTION AND MUST BEAR ALL COSTS ASSOCIATED WITH SAME. THE REPAIR OF ANY SUCH NEW OR EXISTING CONSTRUCTION OR PROPERTY MUST RESTORE SUCH CONSTRUCTION OR PROPERTY TO A CONDITION EQUIVALENT TO OR BETTER THAN THE CONDITIONS PRIOR TO THE CONSTRUCTION WITH APPLICABLE CODES, LAWS, RULES, REGULATIONS, STATUTORY REQUIREMENTS AND STANDARDS. CONTRACTOR MUST BEAR ALL COSTS ASSOCIATED WITH SAME. CONTRACTOR IS RESPONSIBLE TO DOCUMENT ALL EXISTING DAMAGE AND TO NOTIFY THE OWNER AND THE CONSTRUCTION MANAGER PRIOR TO THE START OF CONSTRUCTION.
15. ALL CONCRETE MUST BE AIR ENTRAINED AND HAVE THE MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI AT 28 DAYS UNLESS OTHERWISE NOTED ON THE PLANS. DETAILS AND/OR GEOTECHNICAL REPORT.
16. THE ENGINEER IS NOT RESPONSIBLE FOR CONSTRUCTION METHODS, MEANS, TECHNIQUES OR PROCEDURES, GENERALLY OR FOR THE CONSTRUCTION MEAN, METHODS, TECHNIQUES OR PROCEDURES FOR COMPLETION OF THE WORK DESCRIBED IN THESE PLANS, AND FOR ANY CONFLICTS/ISSUES/REVISIONS WHICH RESULT FROM SAME. CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE MEANS/METHODS FOR COMPLETION OF THE WORK PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
17. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR JOB SITE SAFETY. THE ENGINEER OF RECORD HAS NOT BEEN RETAINED TO PERFORM OR BE RESPONSIBLE FOR JOB SITE SAFETY, SAME BEING WHOLLY OUTSIDE OF ENGINEER'S SERVICES AS RELATED TO THE PROJECT. THE ENGINEER OF RECORD IS NOT RESPONSIBLE TO IDENTIFY OR REPORT ANY JOB SITE SAFETY ISSUES AT ANY TIME.
18. ALL CONTRACTORS MUST CARRY THE SPECIFIED STATUTORY WORKERS COMPENSATION INSURANCE, EMPLOYERS LIABILITY INSURANCE AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE (G.L.). ALL CONTRACTORS MUST HAVE THEIR G.L. POLICIES ENDORSED TO NAME BOHLER ENGINEERING AND ITS PAST, PRESENT AND FUTURE OWNERS, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, PRINCIPALS, COMMISSIONERS, AGENTS, SERVANTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AND RELATED ENTITIES, AND RELATED ENTITIES, AND RELATED ENTITIES AS ADDITIONAL ADDRESSEES INSURED AND TO PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE THIS "HOLD HARMLESS AND HOLD HARMLESS OBLIGATIONS ASSUMED BY THE CONTRACTORS. ALL CONTRACTORS MUST FURNISH BOHLER ENGINEERING WITH CERTIFICATIONS OF INSURANCE AS EVIDENCE OF THE REQUIRED INSURANCE PRIOR TO COMMENCING WORK AND UPON RENEWAL OF EACH POLICY DURING THE ENTIRE PERIOD OF CONSTRUCTION AND FOR ONE YEAR AFTER THE COMPLETION OF CONSTRUCTION. IN ADDITION, ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, HOLD HARMLESS BOHLER ENGINEERING AND ITS PAST, PRESENT AND FUTURE OWNERS, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, PRINCIPALS, COMMISSIONERS, AGENTS, SERVANTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AND RELATED ENTITIES, AND ITS SUBCONTRACTORS AND SUBSIDIARIES FROM AND AGAINST ANY DAMAGES, INJURIES, CLAIMS, ACTIONS, PENALTIES, EXPENSES, PUNITIVE DAMAGES, TORT DAMAGES, STATUTORY DAMAGES, STATUTORY CAUSES OF ACTION, LOSSES, DAMAGES OR COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY'S FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH OR TO THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTORS. ALL CLAIMS BY THIRD PARTIES AND ALL CLAIMS RELATED TO THE PROJECT. CONTRACTOR MUST NOTIFY ENGINEER, IN WRITING, AT LATEST THIRTY (30) DAYS PRIOR TO ANY TERMINATION, SUSPENSION OR CHANGE OF ITS INSURANCE PROVIDER.
19. BOHLER ENGINEERING WILL REVIEW OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA SAMPLES, AND OTHER DATA, WHICH THE CONTRACTOR IS REQUIRED TO SUBMIT, BUT ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH THE DESIGN INTENT AND THE INFORMATION SHOWN ON THE CONSTRUCTION CONTRACT DOCUMENTS. CONSTRUCTION MEANS AND/OR METHODS AND/OR TECHNIQUES OR PROCEDURES, OR COMPLETION OF THE WORK WITH OTHER DESIGN AND CONSTRUCTION SAFETY PRECAUTIONS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND BOHLER HAS NO RESPONSIBILITY OR LIABILITY FOR SAME HEREUNDER. BOHLER ENGINEERING'S SHOP DRAWING REVIEW WILL BE CONDUCTED WITH REASONABLE PROMPTNESS WHILE ALLOWING SUFFICIENT TIME TO PREPARE ADEQUATE REVIEW. REVIEW OF A SPECIFIC ITEM MUST NOT INDICATE THAT BOHLER ENGINEERING HAS REVIEWED THE ENTIRE ASSEMBLY OR WHICH THE USE OF THE ITEM OR THE REVIEWING OF ANY REVISIONS FROM THE CONSTRUCTION DOCUMENTS DOES NOT PROMPTLY AND IMMEDIATELY BRING TO THE ATTENTION, IN WRITING, BY THE CONTRACTOR. BOHLER ENGINEERING WILL NOT BE REQUIRED TO REVIEW PARTIAL SUBMISSIONS OF THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.
20. NEITHER THE PROFESSIONAL ACTIVITIES OF BOHLER ENGINEERING, NOR THE PRESENCE OF BOHLER ENGINEERING AND/OR ITS PAST, PRESENT AND FUTURE OWNERS, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, PRINCIPALS, COMMISSIONERS, AGENTS, SERVANTS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, AND RELATED ENTITIES AND ITS SUBCONTRACTORS AND SUBSIDIARIES AT A CONSTRUCTION PROJECT SITE, SHALL RELIEVE THE GENERAL CONTRACTOR OF ITS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONTRACTOR'S OBLIGATIONS TO CONDUCT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, INCLUDING PERFORMING, OVERSEEING, SUPERVISING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND COMPLYING WITH ALL HEALTH OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES WITH JURISDICTION OVER THE PROJECT AND/OR PROPERTY. BOHLER ENGINEERING AND ITS PERSONNEL HAVE NO AUTHORITY TO ENFORCE ANY OSHA OR ANY OTHER CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY HEALTH OR SAFETY PROGRAMS OR PROCEDURES. THE GENERAL CONTRACTOR IS SOLELY RESPONSIBLE FOR JOB SITE SAFETY. BOHLER ENGINEERING SHALL BE INDICATED BY THE GENERAL CONTRACTOR AND MUST BE NAMED AN ADDITIONAL ADDRESSEE UNDER THE GENERAL CONTRACTOR'S POLICIES OF GENERAL LIABILITY INSURANCE AS DESCRIBED ABOVE IN NOTE 19 FOR JOB SITE SAFETY.
21. IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED HEREIN, WITHOUT FIRST OBTAINING THE PRIOR WRITTEN AUTHORIZATION OF THE ENGINEER FOR SUCH DEVIATIONS, THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL COSTS INCURRED IN CORRECTING ANY WORK WHICH DEVIATES FROM THE PLANS, ALL FINES AND PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES INCURRED BY INTERFERE AND FURTHER, SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE ENGINEER, TO THE FULLEST EXTENT PERMITTED UNDER THE LAW, IN ACCORDANCE WITH PARAGRAPH 19 HEREIN, FOR AND FROM ALL FINES, ATTORNEY'S FEES, DAMAGES, COSTS, ADJUSTMENTS, PENALTIES AND THE LIKE RELATED TO SAME.
22. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND PROTECTION OF TRAFFIC PLAN FOR ALL WORK THAT AFFECTS PUBLIC TRAVEL, EITHER IN THE ROW OR ON SITE. THE COST FOR THIS ITEM MUST BE BURIED BY THE CONTRACTOR'S TRAFFIC.
23. ALL SIGNAGE AND PAVEMENT MARKING MUST CONFORM TO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR LOCALLY APPROVED SUPPLEMENT.
24. ENGINEER IS NOT RESPONSIBLE FOR ANY INJURY OR DAMAGES RESULTING FROM CONTRACTOR'S FAILURE TO BUILD OR CONSTRUCT IN STRICT ACCORDANCE WITH THE APPROVED PLANS. IF CONTRACTOR AND/OR OWNER FAIL TO BUILD OR CONSTRUCT IN STRICT ACCORDANCE WITH APPROVED PLANS, THEY AGREE TO JOINTLY AND SEVERALLY INDEMNIFY AND HOLD ENGINEER HARMLESS FOR ALL INJURIES AND DAMAGES THAT ENGINEER SUFFERS AND COSTS THAT ENGINEER INCURS.
25. OWNER MUST MAINTAIN AND PRESERVE ALL PHYSICAL SITE FEATURES AND DESIGN FEATURES DEPICTED ON THE PLANS AND RELATED DOCUMENTS, IN STRICT ACCORDANCE WITH THE APPROVED PLANS AND DESIGN AND, FURTHER ENGINEER IS NOT RESPONSIBLE FOR ANY FAILURE TO SO MAINTAIN OR PRESERVE SITE AND/OR DESIGN FEATURES OR FOR ANY INJURY OR DAMAGES RESULTING FROM CONTRACTOR'S FAILURE TO DO SO. CONTRACTOR AND/OR OWNER SHALL BE RESPONSIBLE TO MAINTAIN AND PRESERVE ALL PHYSICAL SITE FEATURES AND DESIGN FEATURES DEPICTED ON THE PLANS AND RELATED DOCUMENTS. OWNER AGREES TO INDEMNIFY AND HOLD ENGINEER HARMLESS FOR ALL INJURIES AND DAMAGES THAT ENGINEER SUFFERS AND COSTS THAT ENGINEER INCURS AS A RESULT OF SAID FAILURE.
26. ALL DIMENSIONS MUST BE TO FACE OF CURB, EDGE OF PAVEMENT, OR EDGE OF FILLING UNLESS NOTED OTHERWISE.
27. ALL CONSTRUCTION AND MATERIALS MUST COMPLY WITH AND CONFORM TO APPLICABLE FEDERAL, STATE AND LOCAL, REGULATIONS, LAWS, ORDINANCES, RULES AND CODES AND ALL APPLICABLE OSHA REQUIREMENTS.
28. CONTRACTOR AND OWNER MUST INSTALL ALL ELEMENTS AND COMPONENTS IN STRICT COMPLIANCE WITH AND ACCORDANCE WITH MANUFACTURERS STANDARDS AND RECOMMENDED INSTALLATION DATA AND SPECIFICATIONS. IF CONTRACTOR AND/OR OWNER FAIL TO DO SO, THEY AGREE TO JOINTLY AND SEVERALLY INDEMNIFY AND HOLD ENGINEER HARMLESS FOR ALL INJURIES AND DAMAGES THAT ENGINEER SUFFERS AND COSTS THAT ENGINEER INCURS AS A RESULT OF SAID FAILURE.
29. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ON-SITE EROSION/POLLUTION PREVENTION PLAN SWIPP IN COMPLIANCE WITH AREA REQUIREMENTS FOR SITES WHERE CONSTRUCTION OR HOME UNLESS THE LOCAL JURISDICTION REQUIRES OTHERWISE. CONTRACTOR IS RESPONSIBLE TO ENSURE THAT ALL ACTIVITIES, INCLUDING THOSE OF SUBCONTRACTORS, ARE IN COMPLIANCE WITH THE SWPPP, INCLUDING BUT NOT LIMITED TO LOGGING ACTIVITIES (MINIMUM ONCE PER WEEK AND AFTER RAINFALL EVENTS) AND CORRECTIVE MEASURES, AS APPROPRIATE.
30. AS CONTAINED IN THESE DRAWINGS AND ASSOCIATED APPLICATION DOCUMENTS PREPARED BY THE SIGNATORY PROFESSIONAL ENGINEER, THE USE OF THE WORDS CERTIFY OR CERTIFICATION CONSTITUTES AN EXPRESSION OF "PROFESSIONAL OPINION" REGARDING THE INFORMATION WHICH IS THE SUBJECT OF THE UNDERSIGNED PROFESSIONAL KNOWLEDGE OR BELIEF AND IN ACCORDANCE WITH COMMON ACCEPTED PROCEDURE CONSISTENT WITH THE APPLICABLE STANDARDS OF PRACTICE, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

GENERAL GRADING & UTILITY PLAN NOTES

- 1. LOCATIONS OF ALL EXISTING AND PROPOSED SERVICES ARE APPROXIMATE AND MUST BE INDEPENDENTLY CONFIRMED WITH LOCAL UTILITY COMPANIES PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR EXCAVATION. SANITARY SEWER AND ALL OTHER UTILITY SERVICE CONNECTION POINTS MUST BE INDEPENDENTLY CONFIRMED BY THE CONTRACTOR IN THE FIELD PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. ALL DISCREPANCIES MUST IMMEDIATELY BE REPORTED, IN WRITING, TO THE ENGINEER. CONSTRUCTION MUST COMMENCE BEGINNING AT THE LOWEST INVERT POINT OF CONNECTION AND PROGRESS UP GRADIENT. PROPOSED INTERFACE POINTS (CROSSINGS) WITH EXISTING UNDERGROUND UTILITIES SHALL BE FIELD VERIFIED BY TEST PIT PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. CONTRACTOR MUST VERTICALLY AND HORIZONTALLY LOCATE ALL UTILITIES AND SERVICES INCLUDING, BUT NOT LIMITED TO, GAS, WATER, ELECTRIC, SANITARY AND STORM SEWER, TELEPHONE, CABLE, FIBER OPTIC CABLE, ETC. WITHIN THE LIMITS OF DISTURBANCE OR WORK SPACE, WHICHEVER IS GREATER. THE CONTRACTOR MUST USE, REFER TO, AND COMPLY WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY ACQUISITION SYSTEMS TO LOCATE ALL UNDERGROUND UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ALL DAMAGE TO ANY EXISTING UTILITIES DURING CONSTRUCTION, AT NO COST TO THE OWNER. CONTRACTOR SHALL BEAR ALL COSTS ASSOCIATED WITH DAMAGE TO ANY EXISTING UTILITIES SURROUND CONSTRUCTION.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REVIEW ALL CONSTRUCTION CONTRACT DOCUMENTS INCLUDING, BUT NOT LIMITED TO, ALL OF THE DRAWINGS AND SPECIFICATIONS ASSOCIATED WITH THE PROJECT WORK SPACE PRIOR TO THE INITIATION AND COMMENCEMENT OF CONSTRUCTION. SHOULD THE CONTRACTOR FIND A CONFLICT AND/OR DISCREPANCY BETWEEN THE DOCUMENTS RELATIVE TO THE SPECIFICATIONS OR THE RELATIVE OR APPLICABLE CODES, REGULATORY LAWS, RULES, STATUTES AND/OR ORDINANCES, IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO NOTIFY THE PROJECT ENGINEER OF RECORD, IN WRITING, OF SAID CONFLICT AND/OR DISCREPANCY PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR'S FAILURE TO NOTIFY THE PROJECT ENGINEER SHALL CONSTITUTE CONTRACTOR'S FULL AND COMPLETE ACCEPTANCE OF ALL RESPONSIBILITY TO COMPLETE THE SCOPE OF WORK AS DEFINED BY THE DRAWINGS AND IN FULL COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL REGULATIONS, LAWS, STATUTES, ORDINANCES AND CODES AND, FURTHER, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH SAME.
4. THE CONTRACTOR MUST LOCATE AND CLEARLY AND UNAMBIGUOUSLY DEFINE VERTICALLY AND HORIZONTALLY ALL ACTIVE AND INACTIVE UTILITY AND/OR SERVICE SYSTEMS THAT ARE TO BE REMOVED. THE CONTRACTOR IS RESPONSIBLE TO PROTECT AND MAINTAIN ALL ACTIVE AND INACTIVE SYSTEMS THAT ARE NOT BEING REMOVED/RELOCATED DURING SITE ACTIVITY.
5. THE CONTRACTOR MUST FURNISH ITSELF WITH THE APPLICABLE UTILITY SERVICE PROVIDED REQUIREMENTS AND IS RESPONSIBLE FOR ALL COORDINATION REGARDING UTILITY DEMOLITION AS IDENTIFIED OR REQUIRED FOR THE PROJECT. THE CONTRACTOR MUST PROVIDE THE OWNER WITH WRITTEN NOTIFICATION THAT THE EXISTING UTILITIES AND SERVICES HAVE BEEN TERMINATED AND ABANDONED IN ACCORDANCE WITH THIS JURISDICTION AND UTILITY COMPANY REQUIREMENTS AND ALL OTHER APPLICABLE REQUIREMENTS, RULES, STATUTES, LAWS, ORDINANCES AND CODES.
6. THE CONTRACTOR MUST INSTALL ALL STORM SEWER AND SANITARY SEWER COMPONENTS WHICH FUNCTION BY GRAVITY PRIOR TO THE INSTALLATION OF ALL OTHER UTILITIES.
7. CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF SITE PLAN DOCUMENTS AND ARCHITECTURAL DESIGN FOR EXACT BUILDING UTILITY CONNECTION LOCATIONS, GREASE TRAP REQUIREMENTS (METHODS, DOOR ACCESS, AND EXTERIOR GRADING). THE PROJECT WILL DETERMINE THE UTILITY SERVICE SEES. THE CONTRACTOR MUST COORDINATE INSTALLATION OF UTILITIES/SERVICES WITH THE INDIVIDUAL COMPANIES, TO AVOID CONFLICTS AND TO ENSURE THAT PROPER DEPTHS ARE ACHIEVED. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT INSTALLATION OF ALL IMPROVEMENTS COMPLIES WITH ALL UTILITY REQUIREMENTS WITH JURISDICTION AND/OR CONTROL OF THE SITE, AND ALL OTHER APPLICABLE REQUIREMENTS, RULES, STATUTES, LAWS, ORDINANCES AND CODES AND, FURTHER, IS RESPONSIBLE FOR COORDINATING THE UTILITY TIE-IN/CONNECTIONS PRIOR TO CONNECTING TO THE EXISTING UTILITY SERVICE WHERE A CONFLICT EXISTS BETWEEN THESE SITE PLANS AND THE ARCHITECTURAL PLANS, OR WHERE ARCHITECTURAL PLAN UTILITY CONNECTION POINTS OBTAIN, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER, IN WRITING, AND PRIOR TO CONSTRUCTION RESOLVE SAME.
8. WATER SERVICE MATERIALS, BURIAL DEPTH, AND COVER REQUIREMENTS MUST BE SPECIFIED BY THE LOCAL UTILITY COMPANY. CONTRACTOR'S PRICE FOR WATER SERVICE MUST INCLUDE ALL FEES, COSTS AND ATTENDANCES REQUIRED BY THE UTILITY TO PROVIDE FULL AND COMPLETE WORKING SERVICE. CONTRACTOR MUST CONTACT THE APPLICABLE MUNICIPALITY TO CONFIRM THE PROPER WATER METER AND VALVE, PRIOR TO COMMENCING CONSTRUCTION.
9. ALL NEW UTILITIES/SERVICES, INCLUDING ELECTRIC, TELEPHONE, CABLE TV, ETC. ARE TO BE INSTALLED UNDERGROUND. ALL NEW UTILITIES/SERVICES MUST BE INSTALLED IN ACCORDANCE WITH THE UTILITY/SERVICE PROVIDER INSTALLATION SPECIFICATIONS AND STANDARDS.
10. SITE GRADING MUST BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT REFERENCED IN THIS PLAN SET. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING AND REPLACING UNSUITABLE MATERIALS WITH SUITABLE MATERIALS AS SPECIFIED IN THE GEOTECHNICAL REPORT. ALL EXCAVATED OR FILLED AREAS MUST BE COMPACTED AS OUTLINED IN THE GEOTECHNICAL REPORT. MOISTURE CONTENT AT THE TIME OF PLACEMENT MUST BE SUBMITTED IN A COMPACTOR REPORT PREPARED BY A QUALIFIED GEOTECHNICAL ENGINEER, REGISTERED WITH THE STATE WHERE THE WORK IS PERFORMED, VERIFYING THAT ALL FILLED AREAS AND SUBGRADE AREAS WITHIN THE BUILDING PAD AND AREA AREAS TO BE PAVED HAVE BEEN COMPACTED IN ACCORDANCE WITH THESE PLANS, SPECIFICATIONS AND THE RECOMMENDATIONS SET FORTH IN THE GEOTECHNICAL REPORT AND ALL APPLICABLE REQUIREMENTS, RULES, STATUTES, LAWS, ORDINANCES AND CODES. SUBGRADE MATERIAL FOR SIDEWALKS, CURBS, OR ASPHALT MUST BE FREE OF ORGANICS AND OTHER UNSUITABLE MATERIALS. SHOULD SUBGRADE BE OBSERVED UNSUITABLE BY OWNER/ENGINEER, OR OWNER/ENGINEER OPERS REPRESENTATIVE, SUBGRADE TO BE REMOVED AND FILLED WITH APPROVED FILL MATERIAL COMPACTED AS DIRECTED BY THE GEOTECHNICAL REPORT. EXTERIOR WORK ACTIVITIES INCLUDING, BUT NOT LIMITED TO, EXCAVATION, BACKFILL, AND COMPACTING MUST COMPLY WITH THE RECOMMENDATIONS IN THE GEOTECHNICAL REPORT AND ALL APPLICABLE REQUIREMENTS, RULES, STATUTES, LAWS, ORDINANCES AND CODES. EXTERIOR WORK ACTIVITIES MUST COMPLY WITH THE STANDARD STATE DOT SPECIFICATIONS FOR ROADWAY CONSTRUCTION (LATEST EDITION) AND ANY AMENDMENTS OR REVISIONS THERETO.
11. ALL FILL, COMPACTATION, AND BACKFILL MATERIALS REQUIRED FOR UTILITY INSTALLATION MUST BE AS PER THE RECOMMENDATIONS PROVIDED IN THE GEOTECHNICAL REPORT AND MUST BE COORDINATED WITH THE APPLICABLE UTILITY COMPANY SPECIFICATIONS, WHEN THE PROJECT DOES NOT HAVE GEOTECHNICAL RECOMMENDATIONS, FILL AND COMPACTION MUST, AT A MINIMUM, COMPLY WITH THE STATE DOT REQUIREMENTS AND SPECIFICATIONS AND CONSULTANT SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR OR AS RELATED TO FILL, COMPACTATION AND BACKFILL. FURTHER, CONTRACTOR IS FULLY RESPONSIBLE FOR EARTHWORK BALANCE.
12. THE CONTRACTOR MUST COMPLY, TO THE FULLEST EXTENT, WITH THE LATEST OSHA STANDARDS AND REGULATIONS, AND/OR ANY OTHER AGENCY WITH JURISDICTION FOR EXCAVATION AND TRENCHING PROCEDURES. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE "MEANS AND METHODS" REQUIRED TO MEET THE INTENT AND PERFORMANCE GOALS OF OSHA, AS WELL AS ANY OTHER ENTITY THAT HAS JURISDICTION FOR EXCAVATION AND/OR TRENCHING PROCEDURES AND CONSULTANT SHALL HAVE NO RESPONSIBILITY FOR OR AS RELATED TO EXCAVATION AND TRENCHING PROCEDURES.
13. PAVEMENT MUST BE SAVED OUT IN STRAIGHT LINES, AND EXCEPT FOR EDGE OF BUTT JOINTS, MUST EXCEED TO THE FULL DEPTH OF THE EXISTING PAVEMENT. ALL DEBRIS FROM REMOVAL OPERATIONS MUST BE REMOVED FROM THE SITE AT THE TIME OF EXCAVATION. STOCKPILING OF DEBRIS WILL NOT BE PERMITTED.
14. THE TOPS OF EXISTING MANHOLES, INLET STRUCTURES, AND SANITARY CLEANOUT TOPS MUST BE ADJUSTED, AS NECESSARY, TO MATCH PROPOSED GRADES IN ACCORDANCE WITH ALL APPLICABLE STANDARDS, REQUIREMENTS, RULES, STATUTES, LAWS, ORDINANCES AND CODES.
15. DURING THE INSTALLATION OF SANITARY SEWER, STORM SEWER, AND ALL UTILITIES, THE CONTRACTOR MUST MAINTAIN A CONTEMPORANEOUS AND THOROUGH RECORD OF CONSTRUCTION TO THE ASHUTLAND LOCATION OF ALL UNDERGROUND INFRASTRUCTURE. THE CONTRACTOR MUST IMMEDIATELY NOTE ANY INSTALLATION THAT DEVIATES FROM THE INFORMATION CONTAINED IN THE UTILITY PLAN. THIS RECORD MUST BE KEPT ON A CLEAN COPY OF THE DRAINAGE OR UTILITY PLAN WHICH CONTRACTOR MUST PROMPTLY PROVIDE TO THE OWNER AT THE COMPLETION OF WORK.
16. WHEN THE SITE IMPROVEMENT PLANS INVOLVE MULTIPLE BUILDINGS, SOME OF WHICH MAY BE BUILT AT A LATER DATE, THE CONTRACTOR MUST EXTEND ALL LINES, INCLUDING BUT NOT LIMITED TO STORM SEWER, SANITARY SEWER, UTILITIES, AND IRRIGATION LINE, TO A POINT AT LEAST FIVE (5) FEET BEYOND THE PAVED AREAS FOR WHICH THE CONTRACTOR IS RESPONSIBLE. CONTRACTOR MUST CAP ENDS AS APPROPRIATE, MARK LOCATIONS WITH A 2X4, AND MUST NOTE THE LOCATION OF ALL OF THE ABOVE ON A CLEAN COPY OF THE DRAINAGE OR UTILITY PLAN, WHICH CONTRACTOR MUST PROMPTLY PROVIDE TO THE OWNER UPON COMPLETION OF THE WORK.
17. THE CONTRACTOR IS FULLY RESPONSIBLE FOR VERIFICATION OF EXISTING TOPOGRAPHIC INFORMATION AND UTILITY INVERT ELEVATIONS PRIOR TO COMMENCING ANY CONSTRUCTION. CONTRACTOR MUST CONFIRM AND ENSURE 1% MINIMUM SLOPE AGAINST ALL ISLANDS, GUTTERS, AND CURBS 1.5% ON ALL CONCRETE SURFACES, AND 1.2% MINIMUM ON ASPHALT (EXCEPT WHERE ADA REQUIREMENTS OR EXISTING TOPOGRAPHIC LIMIT GRADIENTS, TO PREVENT POUDING). CONTRACTOR MUST IMMEDIATELY NOTIFY, IN WRITING, TO THE ENGINEER, ANY DISCREPANCIES THAT MAY OR COULD AFFECT THE PUBLIC SAFETY, HEALTH OR GENERAL WELFARE, OR PROJECT COST. IF CONTRACTOR PROCEEDS WITH CONSTRUCTION WITHOUT PROVIDING PRIOR NOTIFICATION, MUST BE AT THE CONTRACTOR'S OWN RISK AND, FURTHER, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE DESIGN ENGINEER FOR ANY DAMAGES, COSTS, INJURIES, ATTORNEY'S FEES AND THE LIKE WHICH RESULT FROM SAME.
18. PROPOSED TOP OF CURB ELEVATIONS ARE GENERALLY 4' ABOVE EXISTING LOCAL ASPHALT GRADE UNLESS OTHERWISE NOTED. FIELD ADJUST TO CREATE A MINIMUM OF 0.75% GUTTER GRADE ALONG CURB EDGE. IT IS CONTRACTOR'S OBLIGATION TO ENSURE THAT DESIGN ENGINEER APPROVES FINAL CURBING GUT SHEETS PRIOR TO INSTALLATION OF SAME.
19. IN THE EVENT OF DISCREPANCIES AND/OR CONFLICTS BETWEEN PLANS OR RELATIVE TO OTHER PLANS, THE SITE PLAN WILL TAKE PRECEDENCE AND CONTROL. CONTRACTOR MUST IMMEDIATELY NOTIFY THE DESIGN ENGINEER, IN WRITING, OF ANY DISCREPANCIES AND/OR CONFLICTS.
20. CONTRACTOR IS REQUIRED TO SECURE ALL NECESSARY AND/OR REQUIRED PERMITS AND APPROVALS FOR ALL OFF SITE MATERIAL SOURCES AND DISPOSAL FACILITIES. CONTRACTOR MUST SUPPLY A COPY OF APPROVALS TO ENGINEER AND OWNER PRIOR TO INITIATING WORK ANYWHERE.
21. WHERE RETAINING WALLS (WHETHER OR NOT THEY MEET THE JURISDICTIONAL DEFINITION ARE IDENTIFIED ON PLANS, ELEVATIONS IDENTIFIED ARE FOR THE EXPOSED PORTION OF THE WALL, WALL FOOTING/FOUNDATION ELEVATIONS ARE NOT IDENTIFIED HEREIN AND ARE TO BE DETERMINED BY THE CONTRACTOR BASED ON FINAL STRUCTURAL DESIGN SHOP DRAWINGS PREPARED BY THE APPROPRIATE PROFESSIONAL LICENSED IN THE STATE WHERE THE CONSTRUCTION OCCURS.
22. STORM DRAINAGE PIPE UNLESS INDICATED OTHERWISE, ALL STORM SEWER PIPE MUST BE REINFORCED CONCRETE PIPE (RCP) CLASS III WITH SLOTTED JOINTS. WHEN HIGH-DENSITY POLYETHYLENE PIPE (HDPE) IS CALLED FOR ON THE PLANS, IT MUST CONFORM TO ASHRAE M24 AND TYPE 2 (SMOOTH INTERIOR WITH ANGULAR CORUGATIONS) WITH GASKET FOR SLIT TIGHT JOINT. PVC PIPE FOR ROOF DRAIN CONNECTION MUST BE SDR 35 OR SCHEDULE 40 UNLESS INDICATED OTHERWISE.
23. SANITARY SEWER PIPE MUST BE POLYVINYL CHLORIDE (PVC) SDR 35 EXCEPT WHERE INDICATED OTHERWISE. SANITARY LATERAL MUST BE PVC SCHEDULE 40 OR PVC SDR 26 UNLESS INDICATED, IN WRITING, OTHERWISE.
24. STORM AND SANITARY SEWER PIPE LENGTHS INDICATED ARE NOMINAL AND MEASURED CENTER OF INLET AND/OR MANHOLE STRUCTURE TO CENTER OF STRUCTURE.
25. STORMWATER ROOF DRAIN LOCATIONS ARE BASED ON PRELIMINARY ARCHITECTURAL PLANS. CONTRACTOR IS RESPONSIBLE TO AND FOR VERIFYING LOCATIONS OF SAME BASED ON FINAL ARCHITECTURAL PLANS.
26. SEWERS CROSSING STREAMS AND/OR LOCATION WITHIN 10 FEET OF THE STREAM ENHANCEMENT, OR WHERE SITE CONDITIONS SO INDICATE, MUST BE CONSTRUCTED OF STEEL REINFORCED CONCRETE DUCTILE IRON OR OTHER SUITABLE MATERIAL.
27. SEWERS CONVEYING SANITARY FLOW COMBINED SANITARY AND STORMWATER FLOW OR INDUSTRIAL FLOW MUST BE SEPARATED FROM WATER MAINS BY A DISTANCE OF AT LEAST 10 FEET HORIZONTALLY. IF SUCH LATERAL SEPARATION IS NOT POSSIBLE, THE PIPES MUST BE IN SEPARATE TRENCHES WITH THE SEWER AT LEAST 18 INCHES BELOW THE BOTTOM OF THE WATER MAIN, OR SUCH OTHER SEPARATION AS APPROVED BY THE GOVERNMENT AGENCY WITH JURISDICTION OVER SAME.
28. WHERE APPROPRIATE SEPARATION FROM A WATER MAIN IS NOT POSSIBLE, THE SEWER MUST BE ENCASED IN CONCRETE, OR CONSTRUCTED OF DUCTILE IRON PIPE USING MECHANICAL OR SLIP ON JOINTS FOR A DISTANCE OF AT LEAST 10 FEET ON EITHER SIDE OF THE CROSSROAD. IN ADDITION, ONE FULL LENGTH OF SEWER PIPE SHOULD BE LOCATED 20 FEET ABOVE AS FAR FROM THE WATER LINE AS POSSIBLE. WHERE A WATER MAIN CROSSES UNDER A SEWER, ADEQUATE STRUCTURAL SUPPORT FOR THE SEWER MUST BE PROVIDED.
29. WATER MAIN PIPING MUST BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS AND SPECIFICATIONS OF THE LOCAL WATER PURVEYOR. IN THE ABSENCE OF SUCH REQUIREMENTS, WATER MAIN PIPING MUST BE CEMENT-LINED DUCTILE IRON (DIP) MINIMUM CLASS 50 THICKNESS. ALL PIPE AND APPURTENANCES MUST COMPLY WITH THE APPLICABLE AWWA STANDARDS IN EFFECT AT THE TIME OF APPLICATION.
30. CONTRACTOR MUST ENSURE THAT ALL UTILITY TRENCHES LOCATED IN EXISTING PAVED ROADWAYS INCLUDING SEWER, WATER AND STORM SYSTEMS, MUST BE REPAIRED IN ACCORDANCE WITH REFERENCED MUNICIPAL, COUNTY AND/OR DOT DETAILS AS APPLICABLE. CONTRACTOR MUST COORDINATE INSPECTION AND APPROVAL OF COMPLETED WORK WITH THE AGENCY WITH JURISDICTION OVER SAME.
31. FOR SINGLE AND TWO-FAMILY RESIDENTIAL PROJECTS, WHERE THE PROPOSED DWELLING AND ADJACENT SLOTTED ELEVATIONS ARE SPHERICAL FOR DETERMINING FOOTPRINT, GRADES MUST BE ADJUSTED BASED ON FINAL ARCHITECTURAL PLANS TO PROVIDE A MINIMUM OF 30 (30) INCHES BELOW 2' OF BLOCK AND SIX (6) INCHES BELOW SLOPE, WHICHEVER IS LOWEST AND MUST PROVIDE POSITIVE DRAINAGE (2% MIN) AWAY FROM DWELLING. ALL CONSTRUCTION, INCLUDING GRADING, MUST COMPLY WITH THE LATEST LOCAL AND STATE BUILDING CODE AND ALL OTHER APPLICABLE REQUIREMENTS, RULES, STATUTES, LAWS, ORDINANCES AND CODES.
32. LOCATION OF PROPOSED UTILITY POLE LOCATION IS AT THE SOLE DISCRETION OF UTILITY COMPANY.
33. CONSULTANT IS NEITHER LIABLE NOR RESPONSIBLE FOR ANY SUBSURFACE CONDITIONS AND FURTHER, SHALL HAVE NO LIABILITY FOR ANY HAZARDOUS MATERIALS, HAZARDOUS SUBSTANCES, OR POLLUTANTS ON, ABOUT OR UNDER THE PROPERTY.

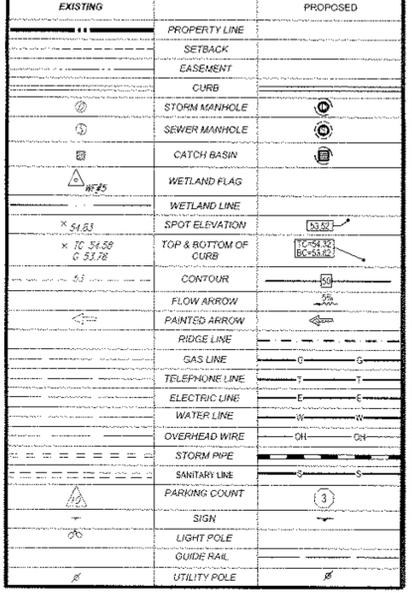
GENERAL DEMOLITION NOTES

- 1. THIS PLAN REFERENCES DOCUMENTS AND INFORMATION BY:
ALTAIRCS LAND TITLE SURVEY
1413 UNION AVE
NEWBURGH, NY
PREPARED BY: ALFRED A. WALDRUFF LAND SURVEYORS LLP
SHEPHERDTON, NY
DATED JUNE 20, 2014, REVISED THROUGH AUGUST 2, 2014
JOB# 14-1242
ACDC SITE PLAN
1413 UNION RD
NEWBURGH, NY
PREPARED BY: LANGAN ENGINEERING AND ENVIRONMENTAL SERVICES
NEW HAVEN CT
DATED JULY 26, 2012, NO REVISIONS LISTED
JOB# 1406091
2. CONTRACTOR SHALL PERFORM ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (29 U.S.C. 651 et seq.), AS AMENDED AND ANY MODIFICATIONS, AMENDMENTS OR REVISIONS TO SAME.
3. BOHLER ENGINEERING HAS NO CONTRACTUAL, LEGAL, OR OTHER RESPONSIBILITY FOR JOB SITE SAFETY OR JOB SITE SUPERVISION, OR ANYTHING RELATED TO SAME.
4. THE DEMOLITION PLAN IS INTENDED TO PROVIDE GENERAL INFORMATION ONLY, REGARDING ITEMS TO BE DEMOLISHED AND/OR REMOVED. THE CONTRACTOR MUST ALSO REVIEW THE OTHER SITE PLAN DRAWINGS AND INCLUDE IN DEMOLITION ACTIVITIES ALL INCIDENTAL WORK NECESSARY FOR THE CONSTRUCTION OF THE NEW SITE IMPROVEMENTS.
5. CONTRACTOR MUST RAISE ANY QUESTIONS CONCERNING THE ACCURACY OR INTENT OF THESE PLANS OR SPECIFICATIONS, CONCERNING REGARDING THE APPLICABLE SAFETY STANDARDS, OR THE SAFETY OF THE CONTRACTOR OR THIRD PARTIES IN PERFORMING THE WORK ON THIS PROJECT, WITH BOHLER ENGINEERING, IN WRITING, AND RESPONDED TO BY BOHLER, IN WRITING, PRIOR TO THE INITIATION OF ANY SITE ACTIVITY AND ANY DEMOLITION ACTIVITY. ALL DEMOLITION ACTIVITIES MUST BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF THESE PLANS AND SPECIFICATIONS AND ALL APPLICABLE FEDERAL, STATE AND LOCAL REGULATIONS, RULES, REQUIREMENTS, STATUTES, ORDINANCES AND CODES.
6. PRIOR TO STARTING ANY DEMOLITION, CONTRACTOR IS RESPONSIBLE FOR:
A. OBTAINING A DEMOLITION PERMIT FROM THE TOWN OF NEWBURGH AND ALL REQUIRED PERMITS AND MAINTAINING THE SAME ON SITE FOR REVIEW BY THE ENGINEER AND OTHER PUBLIC AGENCIES WITH JURISDICTION THROUGHOUT THE DURATION OF THE PROJECT, SITE WORK, AND DEMOLITION WORK.
B. NOTIFYING, AT A MINIMUM, THE TOWN OF NEWBURGH BUILDING/INSPECTION OFFICE AND DESIGN ENGINEER, 72 HOURS PRIOR TO THE START OF WORK.
C. INSTALLING THE REQUIRED SOIL EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO SITE DISTURBANCE.
D. IN ACCORDANCE WITH STATE LAW, THE CONTRACTOR MUST CALL THE STATE ONE-CALL DAMAGE PROTECTION SYSTEM FOR UTILITY MARKOUT, IN ADVANCE OF ANY EXCAVATION.
E. LOCATING AND PROTECTING ALL UTILITIES AND SERVICES, INCLUDING BUT NOT LIMITED TO GAS, WATER, ELECTRIC, SANITARY AND STORM SEWER, TELEPHONE, CABLE, FIBER OPTIC CABLE, ETC. WITHIN AND ADJACENT TO THE LIMITS OF PROJECT ACTIVITIES. THE CONTRACTOR MUST USE AND COMPLY WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY ACQUISITION SYSTEMS TO LOCATE ALL THE UNDERGROUND UTILITIES.
F. PROTECTING AND MAINTAINING IN OPERATION, ALL ACTIVE UTILITIES AND SYSTEMS THAT ARE NOT BEING REMOVED DURING ALL DEMOLITION ACTIVITIES.
G. ARRANGING FOR AND COORDINATING WITH THE APPLICABLE UTILITY SERVICE PROVIDER(S) FOR THE TEMPORARY OR PERMANENT TERMINATION OF SERVICE REQUIRED BY THE PROJECT PLANS AND SPECIFICATIONS. THE CONTRACTOR MUST PROVIDE THE UTILITY ENGINEER AND OWNER WRITTEN NOTIFICATION THAT THE EXISTING UTILITIES AND SERVICES HAVE BEEN TERMINATED AND ABANDONED IN ACCORDANCE WITH JURISDICTIONAL AND UTILITY COMPANY REQUIREMENTS.
H. COORDINATION WITH UTILITY COMPANIES REGARDING WORKING "OFF-PEAK" HOURS OR OIL WEEKENDS AS MAY BE REQUIRED TO MINIMIZE THE IMPACT ON THE AFFECTED PARTIES. WORK REQUIRED TO BE DONE "OFF-PEAK" IS TO BE DONE AT NO ADDITIONAL COST TO THE OWNER.
I. IN THE EVENT THE CONTRACTOR DISCOVERS ANY HAZARDOUS MATERIAL, THE REMOVAL OF WHICH IS NOT ADDRESSSED IN THE PROJECT PLANS AND SPECIFICATIONS, THE CONTRACTOR MUST IMMEDIATELY CEASE ALL WORK AND IMMEDIATELY NOTIFY THE OWNER AND ENGINEER OF THE DISCOVERY OF SUCH MATERIALS.
7. THE FIRM OR ENGINEER OF RECORD IS NOT RESPONSIBLE FOR JOB SITE SAFETY OR SUPERVISION. CONTRACTOR MUST PROCEED WITH THE DEMOLITION IN A SYSTEMATIC AND SAFE MANNER, FOLLOWING ALL OSHA REQUIREMENTS, TO ENSURE PUBLIC AND CONTRACTOR SAFETY.
8. THE CONTRACTOR MUST PROVIDE ALL "MEANS AND METHODS" NECESSARY TO PREVENT MOVEMENT, SETTLEMENT, OR COLLAPSE OF EXISTING STRUCTURES, AND ANY OTHER IMPROVEMENTS THAT ARE REMAINING ON OR OFF SITE. THE CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS OF DAMAGE TO ALL ITEMS THAT ARE TO REMAIN. CONTRACTOR MUST USE NEW MATERIALS FOR ALL REPAIRS. CONTRACTOR REPAIRS MUST INCLUDE THE RESTORATION OF ANY ITEMS REPAIRED TO THE PRE-DEMOLITION CONDITION, OR BETTER. CONTRACTOR SHALL PERFORM ALL REPAIRS AT THE CONTRACTOR'S SOLE EXPENSE.
9. THE CONTRACTOR MUST NOT PERFORM ANY EARTH MOVEMENT ACTIVITIES, DEMOLITION OR REMOVAL OF FOUNDATION WALLS, FOOTINGS, OR OTHER MATERIALS WITHIN THE LIMITS OF DISTURBANCE UNLESS SAME IS IN STRICT ACCORDANCE AND CONFORMANCE WITH THE PROJECT PLANS AND SPECIFICATIONS, AND/OR UNDER THE WRITTEN DIRECTION OF THE OWNER'S STRUCTURAL OR GEOTECHNICAL ENGINEER.
10. CONTRACTOR MUST BACKFILL ALL EXCAVATION RESULTING FROM, OR INCIDENTAL TO, DEMOLITION ACTIVITIES. BACKFILL MUST BE ACCOMPANIED WITH APPROVED BACKFILL MATERIALS AND MUST BE SUFFICIENTLY COMPACTED TO SUPPORT NEW IMPROVEMENTS AND PERFORMED IN COMPLIANCE WITH THE RECOMMENDATIONS AND GUIDANCE IN THE PROJECT PLANS AND SPECIFICATIONS. CONTRACTOR MUST OCCUR IMMEDIATELY AFTER DEMOLITION ACTIVITIES, AND MUST BE DONE SO AS TO PREVENT WATER ENTERING THE EXCAVATION. FINISHED SURFACES MUST BE GRADED TO PROMOTE POSITIVE DRAINAGE.
11. EXPLOSIVES MUST NOT BE USED WITHOUT PRIOR WRITTEN CONSENT OF BOTH THE OWNER AND ALL APPLICABLE GOVERNMENTAL AUTHORITIES. ALL THE REQUIRED PERMITS AND EXPLOSIVE CONTROL MEASURES THAT ARE REQUIRED BY THE FEDERAL, STATE, AND LOCAL GOVERNMENTS MUST BE IN PLACE PRIOR TO CONTRACTOR STARTING AN EXPLOSIVE PROGRAM AND/OR FOR ALL REPAIRS. CONTRACTOR REPAIRS MUST INCLUDE THE RESTORATION OF ANY ITEMS REPAIRED TO THE PRE-DEMOLITION CONDITION.
12. CONTRACTOR MUST PROVIDE TRAFFIC CONTROL, AND GENERALLY ACCEPTED SAFE PRACTICES IN CONFORMANCE WITH THE CURRENT FHWA "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD), AND THE FEDERAL, STATE, AND LOCAL REGULATIONS WHEN DEMOLITION-RELATED ACTIVITIES IMPACT ROADWAYS AND/OR ROADWAY TRAFFIC.
13. CONTRACTOR MUST CONDUCT DEMOLITION ACTIVITIES IN SUCH A MANNER TO ENSURE MINIMAL INTERFERENCE WITH ROADS, STREETS, SIDEWALKS, WALKWAYS, AND OTHER ADJACENT FACILITIES. STREET CLOSURE PERMITS MUST BE RECEIVED FROM THE APPROPRIATE GOVERNMENTAL AUTHORITY PRIOR TO THE COMMENCEMENT OF ANY ROAD OPENING OR DEMOLITION ACTIVITIES IN OR ADJACENT TO THE RIGHT-OF-WAY.
14. DEMOLITION ACTIVITIES AND EQUIPMENT MUST NOT USE AREAS OUTSIDE THE DEFINED PROJECT LIMIT LINE, WITHOUT WRITTEN PERMISSION OF THE OWNER AND ALL GOVERNMENTAL AGENCIES WITH JURISDICTION.
15. THE CONTRACTOR MUST USE DUST CONTROL MEASURES TO LIMIT AIRBORNE DUST AND DIRT RISING AND SCATTERING IN THE AIR IN ACCORDANCE WITH FEDERAL, STATE, AND/OR LOCAL STANDARDS. AFTER THE DEMOLITION IS COMPLETE, CONTRACTOR MUST CLEAN ALL ADJACENT STRUCTURES AND IMPROVEMENTS TO REMOVE ALL DUST AND DEBRIS CAUSED BY THE DEMOLITION OPERATIONS. THE CONTRACTOR IS RESPONSIBLE FOR RETURNING ALL ADJACENT AREAS TO THEIR PRE-DEMOLITION CONDITION.
16. CONTRACTOR IS RESPONSIBLE TO SECURE THE SITE AS NECESSARY TO PREVENT THE PUBLIC FROM ENTERING THE SITE IN SUCH A MANNER AS TO PREVENT THE ENTRY OF UNAUTHORIZED PERSONS AT ANY TIME.
17. CONTRACTOR IS RESPONSIBLE FOR JOB SITE SAFETY, WHICH MUST INCLUDE, BUT NOT BE LIMITED TO, THE INSTALLATION AND MAINTENANCE OF BARRIERS, FENCING AND OTHER APPROPRIATE SAFETY ITEMS NECESSARY TO PROTECT THE PUBLIC FROM AREAS OF CONSTRUCTION AND CONSTRUCTION ACTIVITY.
18. THE DEMOLITION PLAN IS INTENDED TO IDENTIFY THOSE EXISTING ITEMS/CONDUITS WHICH ARE TO BE REMOVED. IT IS NOT INTENDED TO PROVIDE DIRECTION AS TO THE MEANS, METHODS, SEQUENCING, TECHNIQUES AND PROCEDURES TO BE USED TO ACCOMPLISH THAT WORK. ALL MEANS, METHODS, SEQUENCING, TECHNIQUES AND PROCEDURES TO BE USED MUST BE IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL, AND JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR MUST COMPLY WITH ALL OSHA AND OTHER SAFETY PRECAUTIONS NECESSARY TO PROVIDE A SAFE WORK SITE.
19. DEBRIS MUST NOT BE BURIED ON THE SUBJECT SITE. ALL DEMOLITION WASTES AND DEBRIS (SOLID WASTE) MUST BE DISPOSED OF IN ACCORDANCE WITH ALL MUNICIPAL, COUNTY, STATE, AND FEDERAL LAWS AND APPLICABLE CODES. THE CONTRACTOR MUST MAINTAIN RECORDS TO DEMONSTRATE PROPER DISPOSAL ACTIVITIES, TO BE PROMPTLY PROVIDED TO THE OWNER UPON REQUEST.
20. CONTRACTOR MUST MAINTAIN A RECORD SET OF PLANS UPON WHICH IS INDICATED THE LOCATION OF EXISTING UTILITIES THAT ARE CAPPED, ABANDONED IN PLACE, OR RELOCATED DUE TO DEMOLITION ACTIVITIES. THIS RECORD DOCUMENT MUST BE PREPARED IN A NEAT AND WORKMANLIKE MANNER, AND TURNED OVER TO THE OWNER/DEVELOPER UPON COMPLETION OF THE WORK.
CONTRACTORS MUST EXERCISE APPROPRIATE CARE AND PRECISION IN CONSTRUCTION OF ADA (HANDICAP) ACCESSIBLE COMPONENTS AND ACCESS ROUTES FOR THE SITE. THESE COMPONENTS AS CONSTRUCTED MUST COMPLY WITH ALL APPLICABLE STATE AND LOCAL ACCESSIBILITY LAWS AND REGULATIONS AND THE CURRENT ADA AND/OR STATE ARCHITECTURAL ACCESS BOARD STANDARDS AND REGULATIONS BARRIER FREE ACCESS AND ANY MODIFICATIONS, REVISIONS OR UPDATES TO SAME. FINISHED SURFACES ALONG THE ACCESSIBLE PATH OF TRAVEL MUST BE GREATER THAN 1.5% SLOPE. PUBLIC TRANSPORTATION PEDIESTRIAN ACCESS, INTER-BUILDING ACCESS, TO POINTS OF ACCESSIBLE BUILDING ENTRANCE/EXIT, MUST COMPLY WITH THESE ADA AND/OR ARCHITECTURAL ACCESS BOARD CODE REQUIREMENTS. THESE INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:
• PARKING SPACES AND PARKING AISLES - SLOPE SHALL NOT EXCEED 1:50 (1/4" PER FOOT OR NOMINALLY 2.0%) IN ANY DIRECTION.
• CURB RAMPS - SLOPE MUST NOT EXCEED 1:12 (8.33%) FOR A MAXIMUM OF SIX (6) FEET.
• LANDINGS - MUST BE PROVIDED AT EACH END OF RAMPS, MUST PROVIDE POSITIVE DRAINAGE, AND MUST NOT EXCEED 1:50 (1/4" PER FOOT OR NOMINALLY 2.0%) IN ANY DIRECTION.
• PATH OF TRAVEL ALONG ACCESSIBLE ROUTE - MUST PROVIDE A 36-INCH OR GREATER UNOBSTRUCTED WIDTH OF TRAVEL (CAR OVERHANGS AND/OR HANDRAILS CANNOT REDUCE THIS WIDTH). THE SLOPE MUST NOT BE GREATER THAN 1:20 (5.0%) IN THE DIRECTION OF TRAVEL, AND MUST NOT EXCEED 1:50 (1/4" PER FOOT OR NOMINALLY 2.0%) IN CROSS SLOPE. THE PATH OF TRAVEL MUST BE GREATER THAN 1.5% SLOPE. ADA RAMPS MUST BE ADJACENT TO A MAXIMUM SLOPE OF 1:12 (8.33%) FOR A MAXIMUM RISE OF 2.5 FEET. MUST BE PROVIDED. THE RAMP MUST HAVE ADA HAND RAILS AND "LEVEL" LANDINGS ON EACH END THAT ARE CROSSED SLOPE NO MORE THAN 1:50 IN ANY DIRECTION (1/4" PER FOOT OR NOMINALLY 2.0%) FOR POSITIVE DRAINAGE.
• DOORWAYS - MUST HAVE A "LEVEL" LANDING AREA ON THE EXTERIOR SIDE OF THE DOOR THAT IS SLOPED AWAY FROM THE DOOR NO MORE THAN 1:50 (1/4" PER FOOT OR NOMINALLY 2.0%) FOR POSITIVE DRAINAGE. THIS LANDING AREA MUST BE NO LESS THAN 60 INCHES IN FEET) LONG, EXCEPT WHERE OTHERWISE PERMITTED BY ADA STANDARDS FOR ALTERNATIVE CORRIDOR OPENING CONDITIONS. (SEE ICDANS 1117.1-2003 AND OTHER REFERENCED INCORPORATED BY CODE.)
• WHERE THE PROPOSED CONSTRUCTION INVOLVES RECONSTRUCTION, MODIFICATION, REVISION OR EXTENSION OF OR TO ADA COMPONENTS FROM EXISTING DOORWAYS OR SURFACES, CONTRACTOR MUST VERIFY EXISTING ELEVATIONS SHOWN ON THE PLAN. NOTE THAT TABLE 405.2 OF THE DEPARTMENT OF JUSTICE ADA STANDARDS FOR ACCESSIBLE DESIGN ALLOWS FOR STEEPER RAMP SLOPES, IN SOME CIRCUMSTANCES. THE CONTRACTOR MUST IMMEDIATELY NOTIFY THE DESIGN ENGINEER OF ANY DISCREPANCIES AND/OR FIELD CONDITIONS THAT DIFFER IN ANY WAY OR ANY RESPECT FROM WHAT IS SHOWN ON THE PLANS, IN WRITING, BEFORE COMMENCEMENT OF WORK. CONSTRUCTED IMPROVEMENTS MUST FULLY MEET THE MAXIMUM AND MINIMUM LIMITATIONS IMPOSED BY THE BARRIER FREE REGULATIONS AND THE ADA REQUIREMENTS.
• THE CONTRACTOR MUST VERIFY THE SLOPES OF CONTRACTOR'S FORMS PRIOR TO POURING CONCRETE. IF ANY NON-COMFORMANCE IS OBSERVED OR EXISTS, CONTRACTOR MUST IMMEDIATELY NOTIFY THE ENGINEER PRIOR TO POURING CONCRETE. CONTRACTOR IS RESPONSIBLE FOR ALL COSTS TO REMOVE, REPAIR AND REPLACE NON-COMPLYING CONCRETE.
IT IS STRONGLY RECOMMENDED THAT THE CONTRACTOR REVIEW THE INTENDED CONSTRUCTION WITH THE LOCAL BUILDING CODE PRIOR TO COMMENCEMENT OF CONSTRUCTION.

TYPICAL ABBREVIATIONS

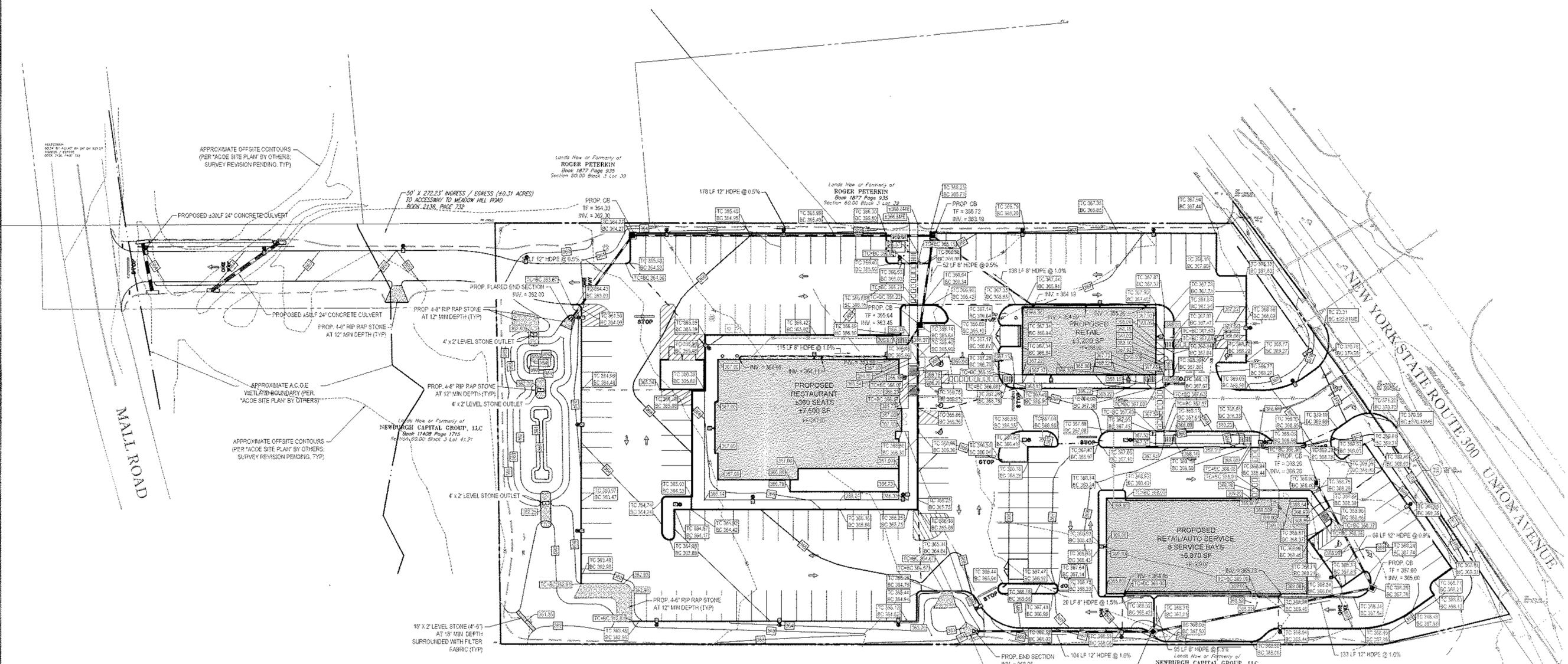
Table with 4 columns: KEY, DESCRIPTION, KEY, DESCRIPTION. Includes items like BC BOTTOM CURB, TC TOP CURB, BW BOTTOM OF WALL GRADE, etc.

TYPICAL LEGEND









REVISIONS			
REV.	DATE	COMMENT	BY
1	03/09/15	FRONT YARD SETBACK	TCF
2	05/08/15	PER TOWN COMMENTS	TCF
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

**PRELIMINARY**

PROJECT No: 8140191  
 DRAWN BY: TCF  
 CHECKED BY: RWD  
 DATE: 01/27/2015  
 SCALE: AS NOTED  
 CAD I.D.: 81401915005

**SITE DEVELOPMENT PLANS FOR RHINEBECK REALTY, LLC**

LOCATION OF SITE:  
 1413 UNION AVENUE  
 TOWN OF NEWBURGH  
 ORANGE COUNTY, NEW YORK

**BOHLER ENGINEERING**

17 COMPUTER DRIVE WEST  
 ALBANY, NY 12205  
 Phone: (518) 438-9900  
 Fax: (518) 438-6900  
[www.BohlerEngineering.com](http://www.BohlerEngineering.com)

**R.W. OSTERHOUDT**

PROFESSIONAL ENGINEER  
 NEW YORK LICENSE NO. 016676

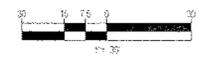
SHEET TITLE:  
**GRADING & DRAINAGE PLAN**

SHEET NUMBER:  
**5**  
 OF 14

REV 2

THIS PLAN TO BE UTILIZED FOR SITE GRADING PURPOSES ONLY

REFER TO GENERAL NOTES SHEET FOR GRADING & UTILITY NOTES



P:\1413\10191\Main\Tcf\Union\_Ave\_Newburgh\_Plan\03\_CAD\1413022015.dwg, 05/08/15, 9:57:51 AM, RWD, Union\_Ave\_Newburgh\_Plan.dwg, 11/18/2015







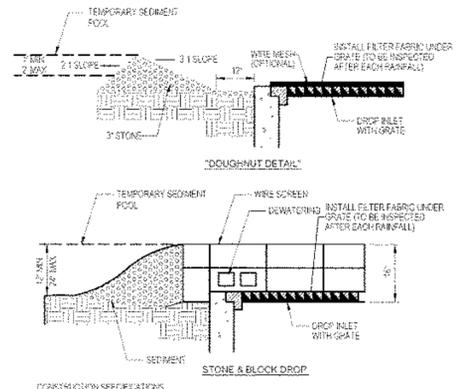
# EROSION & SEDIMENT CONTROL NOTES

- ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DONE AS SET FORTH IN THE MOST CURRENT STATE EROSION AND SEDIMENT CONTROL MANUAL.
- THOSE AREAS UNDERGOING ACTUAL CONSTRUCTION WILL BE LEFT IN AN UNPREPARED OR UNVEGETATED CONDITION FOR A MINIMUM TIME PERIOD AS SET FORTH IN THE MOST CURRENT STATE EROSION AND SEDIMENT CONTROL MANUAL.
- STABILIZED CONSTRUCTION ENTRANCES SHALL BE MAINTAINED AT ALL TIMES TO PREVENT THE ESCAPE OF SEDIMENT FROM THE CONSTRUCTION SITE TO ADJACENT AREAS. THE AREA SHALL BE STABILIZED WITHIN DAYS OF PAVING TO ANY STORM EVENT (THIS WOULD INCLUDE WETLANDS).
- SEDIMENT BARRIERS (SILT FENCE, HAY BARRIERS, ETC.) SHOULD BE INSTALLED PRIOR TO ANY SOIL DISTURBANCE OF THE CONSTRUCTION AREA AND THEY MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. THEY MUST BE REMOVED WHEN CONSTRUCTION IS COMPLETED. THE HEIGHT OF THE BARRIER, SEDIMENT CONTROL DEVICES SHALL REMAIN IN PLACE AND BE MAINTAINED BY THE CONTRACTOR UNTIL AREAS SLOPES ARE STABILIZED BY TURF.
- NO SLOPES, EITHER PERMANENT OR TEMPORARY, SHALL BE STEEPER THAN TWO TO ONE (2:1).
- IF FINAL SLOPING OF THE DISTURBED AREA IS NOT COMPLETED 45 DAYS PRIOR TO THE FIRST KILLING FROST, USE TEMPORARY MULCH (GORMANT SEED) THAT MAY BE ATTEMPTED TO WELL TO PROTECT THE SITE AND DELAY SEEDING UNTIL THE NEXT RECOMMENDED SEEDING PERIOD.
- TEMPORARY SEEDING OF DISTURBED AREAS THAT HAVE NOT BEEN FINAL GRADED SHALL BE COMPLETED 45 DAYS PRIOR TO THE FIRST KILLING FROST TO PREVENT FROST FROM CAUSING EROSION PROBLEMS.
- DURING THE CONSTRUCTION PHASE, INTERCEPTED SEDIMENT WILL BE RETURNED TO THE SITE AND REGRADED OR TO OPEN AREAS.
- REVEGETATION MEASURES WILL COMMENCE UPON COMPLETION OF CONSTRUCTION EXCEPT AS NOTED ABOVE. ALL DISTURBED AREAS NOT OTHERWISE STABILIZED WILL BE GRADED, SMOOTHED, AND PREPARED FOR FINAL SEEDING AS FOLLOWS:
  - SIX INCHES OF LOAM WILL BE SPREAD OVER DISTURBED AREAS AND SMOOTHED TO A UNIFORM SURFACE.
  - APPLY LIMESTONE AND FERTILIZER ACCORDING TO SOIL TEST. IF SOIL TESTING IS NOT FEASIBLE, ON SMALL OR VARIABLE SITES, 20 POUNDS PER ACRE IS CRITICAL. FERTILIZER MAY BE APPLIED AT THE RATE OF 100 LBS PER ACRE OR 10-10-10 PER 1,000 SF USING 20-20-20 OR EQUIVALENT. APPLY GROUND LIMESTONE EQUIVALENT TO 20% CALCIUM PLUS MAGNESIUM ONCE AT A RATE OF 3 TONS PER ACRE (1.5 TON PER 1,000 SF).
  - FOLLOWING SEED BED PREPARATION, DITCHES AND BACK SLOPES WILL BE SEED TO A MIXTURE OF 47% CREEPING RED FESCUE, 2% REEDTOP, AND 49% TALL FESCUE. THE LAWN AREAS WILL BE SEED TO A PREMIUM TURF MIXTURE OF 40% PERENNIAL BLUE GRASS, 4% CREEPING RED FESCUE, AND 56% PERENNIAL RHYEGRASS. SEEDING RATE 10 TO 15 LBS PER 1,000 SF. HIGH QUALITY SEED MAY BE SUBSTITUTED FOR SEED.
  - ANY MULCH AT THE RATE OF 70-80 LBS PER 1,000 SF OF A HYDRO APPLICATION OF WOOD OR PAPER FIBER SHALL BE APPLIED FOLLOWING SEEDING. A SUITABLE GRASS SUCH AS QUICKESS, OR PAPER FIBER WILL BE USED ON HAY MULCH FOR WIND CONTROL.

LOCATION	MULCH	RATE (1,000 SF)
PROJECT AREA	MULCH STRAW OR HAY	100 POUNDS
WINDY AREA	SHREDDED OR CHIPPED CORNSTALKS STRAW (GRAHAY WASH-CREPT)	150-200 POUNDS 100 POUNDS
MODERATE TO HIGH VELOCITY AREAS OR STEEP SLOPES GREATER THAN 3:1	JUTE MESH OR ENCELORON MAT	AS REQUIRED

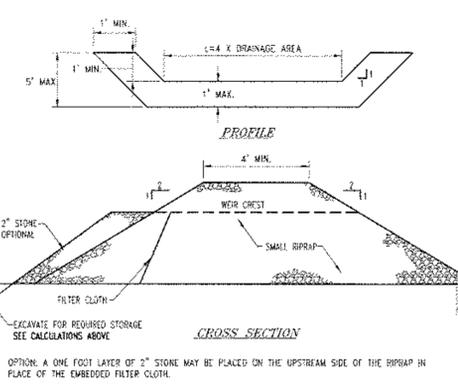
## EROSION CONTROL NOTES DURING WINTER CONSTRUCTION

- WINTER CONSTRUCTION PERIOD: NOVEMBER 1 THROUGH APRIL 15.
- WINTER EXCAVATION AND EARTHWORK SHALL BE DONE SUCH THAT NO MORE THAN 1 ACRE OF THE SITE IS WITHOUT STABILIZATION AT ANY ONE TIME.
- EXPOSED AREA SHOULD BE LIMITED TO THAT WHICH CAN BE MAINTAINED IN ONE DAY PRIOR TO ANY SHOW EVENT.
- CONTINUATION OF EARTHWORK OPERATION ON ADDITIONAL AREAS SHALL NOT BEGIN UNTIL THE EXPOSED SOIL SURFACE ON THE AREA BEING WORKED HAS BEEN STABILIZED SUCH THAT NO LARGER AREA OF THE SITE IS WITHOUT EROSION CONTROL. PROTECTION AS NOTED IN ITEM 2 ABOVE.
- AN AREA SHALL BE CONSIDERED TO BE STABILIZED WHEN EXPOSED SURFACES HAVE BEEN EITHER MULCHED WITH STRAW OR HAY AT A RATE OF 100 LBS PER 1,000 SQUARE FEET (WITH OR WITHOUT SEEDING) OR GORMANT SEEDS MULCHED AND ADEQUATELY ANCHORED BY AN APPROVED ANCHORING TECHNIQUE.
- BETWEEN THE DATES OF OCTOBER 15 AND APRIL 15, LOAM OR SEED WILL NOT BE REQUIRED DURING PERIODS OF ABOVE FREEZING TEMPERATURES. SLOPES SHALL BE EITHER GRADED AND EITHER PROTECTED WITH MULCH OR TEMPORARILY SEEDING AND MULCHED UNTIL SUCH TIME AS THE FINAL TREATMENT CAN BE APPLIED. IF THE DATE IS AFTER NOVEMBER 15, AND IF THE EXPOSED AREA HAS BEEN GRADED, FINAL GRADED AND IS SMOOTH, THEN THE AREA MAY BE GORMANT SEEDING AT A RATE OF 200 LBS PER 1,000 SQUARE FEET FOR PERMANENT SEED AND FERTILIZER. IF CONSTRUCTION CONTINUES DURING FREEZING WEATHER, ALL EXPOSED AREAS SHALL BE CONTINUOUSLY GRADED BEFORE FREEZING AND THE SURFACE TEMPORARILY PROTECTED FROM FROST BY THE APPLICATION OF MULCH. SLOPES SHALL NOT BE LEFT UNPROTECTED OVER THE WINTER OR ANY OTHER EXTENDED TIME OF WORK SUSPENSION UNLESS TREATED IN THE ABOVE MANNER. UNTIL SUCH TIME AS WEATHER CONDITIONS ALLOW DITCHES TO BE FRESH WITH THE PERMANENT SURFACE TREATMENT, EROSION SHALL BE CONTROLLED BY THE INSTALLATION OF SALES OF HAY OR STONE CHECK DAMS IN ACCORDANCE WITH THE STANDARD DETAILS.
- NO. 10 NET REQUIREMENTS:
  - BETWEEN THE DATES OF NOVEMBER 15 AND APRIL 15, ALL MULCH SHALL BE ANCHORED BY EITHER POLYGLUE, MULCH NETTING OR WOOD CELLULOSE FIBER.
  - MULCH NETTING SHALL BE USED TO ANCHOR MULCH ON ALL SLOPES GREATER THAN 3:1 FOR SLOPES EXPOSED TO DIRECT WINDS AND FOR ALL OTHER SLOPES GREATER THAN 3:1.
  - MULCH NETTING SHALL BE USED TO ANCHOR MULCH ON ALL AREAS WITH SLOPES GREATER THAN 15% AFTER OCTOBER 15. THE SAME APPLIES FOR ALL SLOPES GREATER THAN 15%.
  - AFTER NOVEMBER 15, THE CONTRACTOR SHALL APPLY GORMANT SEEDING OR MULCH AND ANCHORING ON ALL BARE EARTH AT THE END OF EACH WORKING DAY.
  - DURING THE WINTER CONSTRUCTION PERIOD ALL SHOW SHALL BE REMOVED FROM AREAS OF SEEDING AND MULCHING PRIOR TO PLACEMENT.
  - STOCKPILING OF MATERIALS (DIRT, WOOD, CONSTRUCTION MATERIALS, ETC.) MUST REMAIN COVERED AT ALL TIMES TO MINIMIZE ANY DUST PROBLEMS THAT MAY OCCUR WITH ADJACENT PROPERTIES AND TO PROVIDE MAXIMUM PROTECTION AGAINST EROSION HAZARD.
  - EXISTING DITCH BARRIERS SHALL BE PROTECTED UNTIL SUCH TIME AS THEY ARE REMOVED.



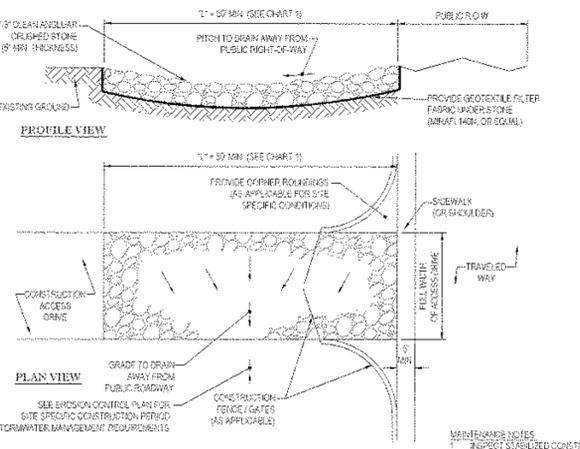
- CONSTRUCTION SPECIFICATIONS:**
- LAY ONE BLOCK ON EACH SIDE OF THE STRUCTURE ON ITS SIDE FOR DEWATERING. FOUNDATION SHALL BE 2 INCHES WIDE BELOW REST OF INLET AND BLOCKS SHALL BE PLACED AGAINST SILET FOR SUPPORT.
  - HARDWARE CLOTH OR 1/2" WIRE MESH SHALL BE PLACED OVER CLOCK OPENINGS TO SUPPORT STONE.
  - USE CLEAN STONE OR GRAVEL 1/2" TO 3/4" IN DIAMETER PLACED 2 INCHES BELOW THE TOP OF THE BLOCK ON 2:1 SLOPE OR FLATTER.
  - FOR SLOPE STRUCTURES ONLY: A 1 FOOT THICK LAYER OF THE FILTER STONE WILL BE PLACED AGAINST THE 3 INCH STONE AS SHOWN ON THE DRAWINGS.

## STONE & BLOCK DROP INLET PROTECTION STRUCTURE



- NOTES:**
- AREA UNDER EMBANKMENT SHALL BE CLEARED, GRUBBED AND STRIPPED OF ANY VEGETATION AND ROOT MAT. THE POOL AREA SHALL BE CLEARED.
  - THE FILL MATERIAL FOR THE EMBANKMENT SHALL BE FREE OF ROOTS AND OTHER WOODY VEGETATION AS WELL AS OVER-SIZED STONES, ROCKS, ORGANIC MATERIAL OR OTHER OBJECTIONABLE MATERIAL. THE EMBANKMENT SHALL BE COMPACT BY TRAVELING WITH EQUIPMENT WHILE IT IS BEING CONSTRUCTED.
  - ALL CUT AND FILL SLOPES SHALL BE 2:1 OR FLATTER.
  - THE STONE USED IN THE GULLET SHALL BE SMALL RIPRAP 4"-8" ALONG WITH A 1" THICKNESS OF 2" AGGREGATE PLACED ON THE UP-DRADE SIDE OF THE SMALL RIPRAP OR EMBEDDED FILTER CLOTH IN THE RIPRAP.
  - SEEDING SHALL BE REMOVED AND TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO 1/2 THE DESIGN DEPTH TO THE TRAP.
  - THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED.
  - CONSTRUCTION OPERATIONS SHALL BE CARRIED OUT IN SUCH A MANNER THAT EROSION AND WATER POLLUTION IS MINIMIZED. THE STRUCTURE SHALL BE REMOVED AND THE AREA STABILIZED WHEN THE DRAINAGE AREA HAS BEEN PROPERLY STABILIZED.

## STONE OUTLET SEDIMENT TRAP DETAIL

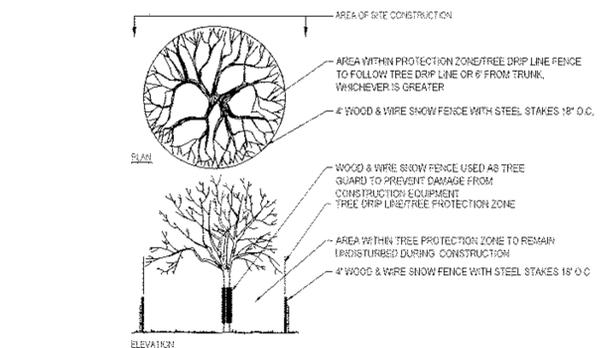


**CHART 1**

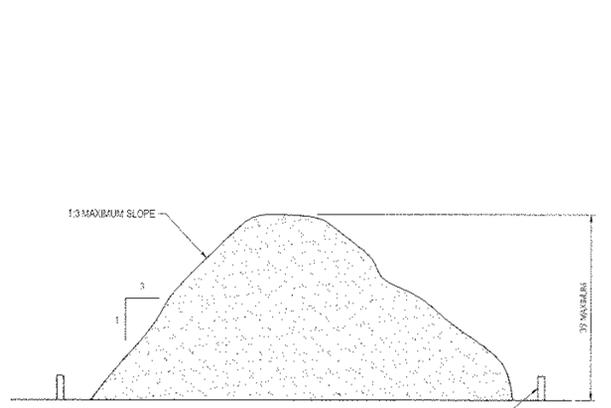
PERCENT SLOPE OF ROADWAY	LENGTH OF STONE REQUIRED
0% TO 2%	COURSE GRAINED SOILS 50 FT
2% TO 5%	FINE GRAINED SOILS 100 FT
5% TO 10%	ENTIRE ENTRANCE STABILIZED WITH PAVED BASE COURSE (1)

(1) AS PRESCRIBED BY LOCAL ORDINANCE OR OTHER GOVERNING AUTHORITY.

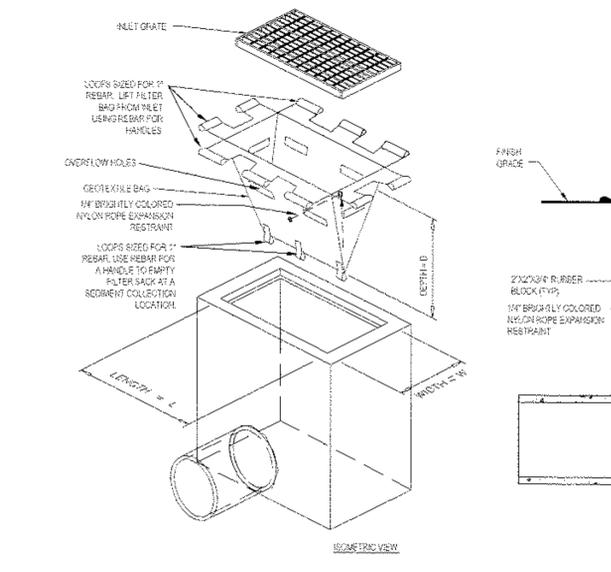
## STABILIZED CONSTRUCTION ENTRANCE/EXIT



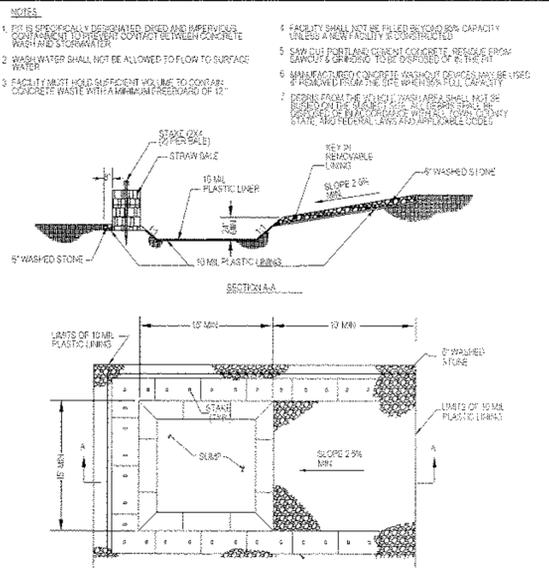
## TREE PROTECTION DURING CONSTRUCTION



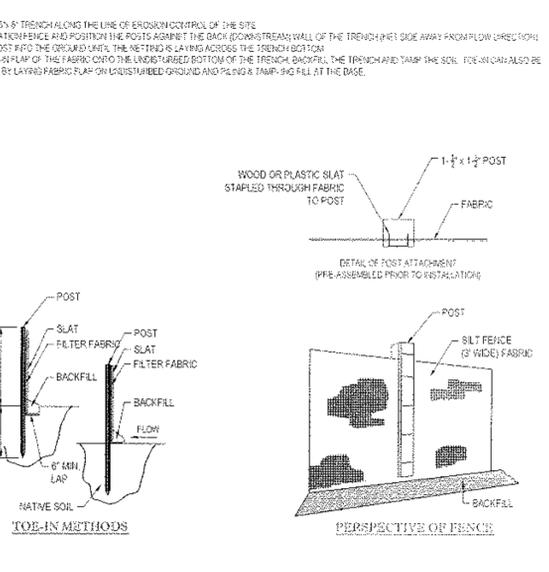
## TEMPORARY STOCKPILE DETAIL



## FILTER SACKS (NYS DOT INLETS ONLY)



## CONCRETE WASHOUT AREA DETAIL



## TYP. SILTATION FENCE DETAIL

**LOW TO MODERATE FLOW GORING FABRIC SPECIFICATION TABLE**

PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4832	300 LBS
GRAB TENSILE ELONGATION	ASTM D-4832	20 %
PUNCTURE	ASTM D-4832	120 LBS
MULLEN BURST	ASTM D-3786	400 PSI
TRAPEZOID TEAR	ASTM D-4533	120 LBS
UV RESISTANCE	ASTM D-4255	60 %
APPROXIMATE OPENING SIZE	ASTM D-4531	40 US SIEVE
FLOW RATE	ASTM D-4481	1/2 GAL/INCH WIDE FT
PERMEABILITY	ASTM D-4481	0.55 SEC-1

**Moderate to High Flow Goring Fabric Specification Table**

PROPERTIES	TEST METHOD	UNITS
GRAB TENSILE STRENGTH	ASTM D-4832	265 LBS
GRAB TENSILE ELONGATION	ASTM D-4832	20 %
PUNCTURE	ASTM D-4832	115 LBS
MULLEN BURST	ASTM D-3786	420 PSI
TRAPEZOID TEAR	ASTM D-4533	45 LBS
UV RESISTANCE	ASTM D-4255	60 %
APPROXIMATE OPENING SIZE	ASTM D-4531	20 US SIEVE
FLOW RATE	ASTM D-4481	200 GAL/INCH WIDE FT
PERMEABILITY	ASTM D-4481	1.5 SEC-1

**INSTALLATION:**

- EXCAVATE A 5'-6" TRENCH ALONG THE LINE OF EROSION CONTROL OF THE SITE.
- UNROLL SILTATION FENCE AND POSITION THE POSTS AGAINST THE BACK (DOWNSTREAM) WALL OF THE TRENCH (NET SIDE AWAY FROM FLOW DIRECTION).
- DRIVE THE POSTS INTO THE GROUND UNTIL THE NETTING IS LAYING ACROSS THE TRENCH BOTTOM.
- LAY THE TOE-IN FABRIC ON THE UNDISTURBED BOTTOM OF THE TRENCH AND TAMP THE SOIL TOE-IN CAN ALSO BE ACCOMPLISHED BY LAYING FABRIC FLAT ON UNDISTURBED GROUND AND PILING 6" TAMPING FILL AT THE BASE.

**TOE-IN METHODS:**

- WOOD OR PLASTIC SLAT STAPLED THROUGH FABRIC TO POST.
- DETAIL OF POST ATTACHMENT (PPE ASSEMBLED PRIOR TO INSTALLATION).

**DO NOT USE RIPPED MATERIAL WHERE PONDING MAY CAUSE TRAFFIC HAZARDS TO BE USED BY EXISTING RIGHT OF WAY.**

**BOHLER ENGINEERING**

INCORPORATED OFFICE  
ALBANY, NY 12205  
PHONE: (518) 436-0606  
WWW.BOHLENGINEERING.COM

PROJECT MANAGER: BOHLER ENGINEERING  
SURVEYORS: BOHLER ENGINEERING  
ENVIRONMENTAL CONSULTANTS: BOHLER ENGINEERING  
LANDSCAPE ARCHITECTS: BOHLER ENGINEERING

**REVISIONS**

REV.	DATE	COMMENT	BY
1	05/26/15	FRONT YARD SETBACK	TCF
2	05/28/15	PER TOWN COMMENTS	TCF
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

**PRELIMINARY**

PROJECT NO.: 01-2015 TCF  
DRAWN BY: RWO  
CHECKED BY: AS NOTED  
DATE: 01-27-2015  
SCALE: AS NOTED  
CAD LID: B140187880

**PROJECT: SITE DEVELOPMENT PLANS FOR RHINEBECK REALTY, LLC**

LOCATION OF SITE: 1412 UNION AVENUE, TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK

**BOHLER ENGINEERING**

17 COMPUTER DRIVE WEST  
ALBANY, NY 12205  
Phone: (518) 436-0606  
Fax: (518) 436-0606  
www.BohlerEngineering.com

**R.W. OSTERHOUDT**

PROFESSIONAL ENGINEER  
NEW YORK, LICENSE NO. 07600

**SOIL EROSION CONTROL NOTES & DETAILS SHEET**

SHEET NUMBER: 8 OF 14

REV 2

**811**

Know what's below.  
Call before you dig.

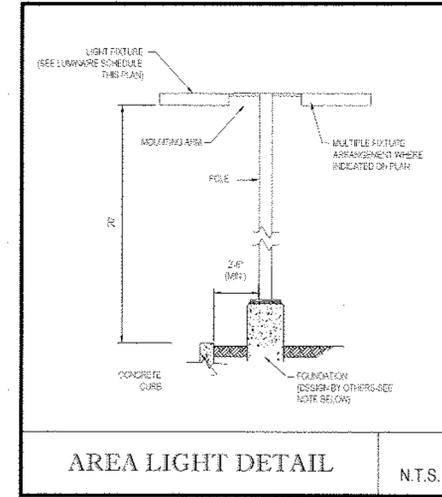
P:\B140187880\Drawings\Title Drawings\NYSDOT\_CADD\NOTES\811\811NOTES.dwg, 05/26/15, 9:57:51 AM, RWO, (518) 436-0606, 11/10/2015, 1:11 PM







LUMINAIRE SCHEDULE			
SYMBOL	QTY	ARRANGEMENT	DESCRIPTION
A	22	SINGLE	170 WATT LED AREA LIGHTS - AEROMAX MEDIUM (MOUNTED 20' MOUNTING HEIGHT (TYP))
B	1	SINGLE	170 WATT LED AREA LIGHTS - AEROMAX MEDIUM (MOUNTED 20' MOUNTING HEIGHT (TYP))
C	2	DOUBLE @ 90°	170 WATT LED AREA LIGHTS - AEROMAX MEDIUM (MOUNTED 20' MOUNTING HEIGHT (TYP))
D	1	DOUBLE @ 90°	170 WATT LED AREA LIGHTS - AEROMAX MEDIUM (MOUNTED 20' MOUNTING HEIGHT (TYP))
E	3	SINGLE	170 WATT LED AREA LIGHTS - AEROMAX MEDIUM (MOUNTED 20' MOUNTING HEIGHT (TYP))
F	8	SINGLE	28 WATT LED WALL LIGHTS - AEROMAX (MOUNTED 4'-6" MOUNTING HEIGHT (TYP))



NOTE: THIS DETAIL IS FOR BID AND BUDGETARY PURPOSES ONLY. CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING A FOUNDATION DESIGN PREPARED BY A QUALIFIED STRUCTURAL ENGINEER CONSIDERING LIGHTING MANUFACTURER REQUIREMENTS, LOCAL WIND LOADS AND SITE SPECIFIC SOIL PARAMETERS.

- SOME SITE CONDITIONS AND/OR LOCATIONS MAY REQUIRE VIBRATION DAMPING MEASURES AS DETERMINED BY A STRUCTURAL ENGINEER.
- THE STRUCTURAL ENGINEER SHALL BE NOTIFIED OF THE ABSENCE OF ANYTHING TO THE POLE ASIDE FROM THE LIGHT FIXTURES, INCLUDING BUT NOT LIMITED TO CAMERAS, BANNERS, FLAGS, SIGNAGE, ETC AS IT WILL IMPACT THE POLE AND FOUNDATION DESIGN.

**LIGHTING NOTES:**

- THIS LIGHTING PLAN DEPICTS PROPOSED SUSTAINED ILLUMINATION LEVELS CALCULATED USING DATA PROVIDED BY THE NOTED MANUFACTURERS. ACTUAL SUSTAINED ILLUMINATION LEVELS AND PERFORMANCE OF LUMINAIRES MAY VARY DUE TO VARIATIONS IN WAREHOUSE ELECTRICAL VOLTAGE, TOLERANCES IN LAMPS, THE SPACING USE OF EQUIPMENT AND LUMINAIRES AND OTHER RELATED VARIABLE FIELD CONDITIONS.
- THE LIGHT LOSS FACTORS USED IN THESE LIGHTING CALCULATIONS ARE 0.99 FOR ALL LED LUMINAIRES, 0.80 FOR ALL HIGH PRESSURE SODIUM LUMINAIRES OR 0.70 FOR ALL METAL HALIDE LUMINAIRES UNLESS OTHERWISE SPECIFIED. THESE FACTORS ARE INDICATIVE OF TYPICAL LIGHTING INDUSTRY MODERATE STANDARDS.
- THE LIGHTING VALUES AND CALCULATION POINTS DEPICTED ON THIS PLAN ARE ANALYZED ON A HORIZONTAL GEOMETRIC PLANE AT ELEVATION ZERO (GROUND LEVEL) UNLESS OTHERWISE NOTED. THE VALUES DEPICTED ON THIS PLAN ARE PHOTOVOLTS.
- THE LUMINAIRES, LAMPS AND LENSES MUST BE REGULARLY MAINTAINED/REPLACED TO ENSURE THAT THEY FUNCTION PROPERLY. THIS WORK SHOULD INCLUDE, BUT NOT BE LIMITED TO FREQUENT VISUAL INSPECTIONS, CLEANING OF LENSES, AND REPLACING IF NECESSARY AT LEAST ONCE EVERY SIX (6) MONTHS. FAILURE TO FOLLOW THE ABOVE STEPS COULD CAUSE THE LUMINAIRES, LAMPS AND LENSES TO FAIL IMPROPERLY TO FUNCTION.
- WHERE APPLICABLE, THE EXISTING CONDITION LIGHT LEVELS ILLUSTRATED ARE REPRESENTATIVE OF AN APPROXIMATION UTILIZING LABORATORY DATA FOR SIMILAR FIXTURES. UNLESS ACTUAL FIELD MEASUREMENTS ARE TAKEN WITH A LIGHT METER AND ARE CONSEQUENTLY APPROXIMATIONS ONLY. DUE TO FACTORS SUCH AS FIXTURE MAINTENANCE, EQUIPMENT TOLERANCES, WEATHER CONDITIONS, ETC. ACTUAL LIGHT LEVELS MAY VARY. EXISTING LIGHT LEVELS DEPICTED ON THIS PLAN SHOULD BE CONSIDERED APPROXIMATE.
- THIS LIGHTING PLAN IS INTENDED TO SHOW THE LOCATION AND TYPE OF LUMINAIRES, ONLY. POWER SYSTEM, CONDUITS, WIRING, VOLTAGES AND OTHER ELECTRICAL COMPONENTS ARE THE RESPONSIBILITY OF THE APPLICABLE MEP AND/OR LIGHTING CONTRACTOR, AS INDICATED IN THE CONSTRUCTION CONTRACT DOCUMENTS. THESE ITEMS MUST BE INSTALLED AS REQUIRED BY STATE AND LOCAL REGULATIONS. LIGHT POLE BASES ARE THE RESPONSIBILITY OF THE STRUCTURAL ENGINEER, AS INDICATED IN THE CONSTRUCTION CONTRACT DOCUMENTS. CONTRACTOR IS RESPONSIBLE FOR INSTALLING LIGHTING FIXTURES AND APPURTENANCES IN ACCORDANCE WITH ALL APPLICABLE BUILDING AND ELECTRICAL CODES AND ALL OTHER APPLICABLE RULES, REGULATIONS, LAWS AND STATUTES.
- CONTRACTOR MUST BRING TO DESIGNER'S ATTENTION PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ANY LIGHT LOCATIONS THAT CONFLICT WITH URNAGE, UTILITIES, OR OTHER STRUCTURES.
- IT IS LIGHTING CONTRACTOR'S RESPONSIBILITY TO COORDINATE WITH THE PROJECT ARCHITECT ON UNDER REQUIREMENTS THE POWER SOURCE(S) FROM WITHIN THE BUILDING AND TRAFFIC DEVICES NECESSARY TO MEET THE DESIGN INTENT.
- THE LIGHTING CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CONTRACTOR REQUIREMENTS INDICATED BY THE SITE PLAN, INCLUDING BUT NOT LIMITED TO GENERAL NOTES, GENERAL AND UTILITY NOTES, SITE SAFETY, AND ALL GOVERNMENTAL, STATE, LOCAL ORDINANCES, REGULATIONS AND THE LIKE.
- THE CONTRACTOR MUST VERIFY THAT INSTALLATION OF LIGHTING FIXTURES COMPLIES WITH THE REQUIREMENTS FOR SEPARATION FROM OVERHEAD ELECTRICAL WIRES PER STATE REGULATIONS.
- WHEN A BANK ATM IS INCLUDED IN THE PLAN, THE LIGHTING DESIGN REPRESENTS BOHLER'S UNDERSTANDING AND INTERPRETATION OF THE REGULATORY LIGHTING LEVELS PROVIDED BY PUBLISHED STANDARDS.
- UPON OWNER'S ACCEPTANCE OF THE COMPLETED PROJECT, THE OWNER SHALL BE RESPONSIBLE FOR ALL MAINTENANCE, SERVICE, REPAIR AND INSPECTION OF THE LIGHTING SYSTEM AND ALL OF ITS COMPONENTS AND RELATED SYSTEMS. TO ENSURE ADEQUATE LIGHTING LEVELS ARE PRESENT AND FUNCTIONING AT ALL TIMES.

**BOHLER ENGINEERING**

CORPORATE OFFICE  
 1000 N. 10TH ST.  
 SUITE 200  
 WASHINGTON, VA 22191  
 (703) 441-1111

NEW YORK OFFICE  
 17 COMPUTER DRIVE WEST  
 ALBANY, NY 12205  
 (518) 435-9500  
 (518) 435-9500  
 www.BohlerEngineering.com

PROJECT MANAGERS  
 SOUTH BOROUGHS, NY  
 TOWNSEND, MA  
 ALBANY, NY  
 WASHINGTON, VA

ENTIREMENTAL CONSULTANTS  
 WASHINGTON, VA  
 WASHINGTON, VA  
 WASHINGTON, VA

LANDSCAPE ARCHITECTS  
 WASHINGTON, VA  
 WASHINGTON, VA  
 WASHINGTON, VA

REVISIONS			
REV.	DATE	COMMENT	BY
1	03/09/15	FRONT YARD SETBACK	TCF
2	05/28/15	PER TOWN COMMENTS	TCF
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

**PRELIMINARY**

PROJECT NO. 14-0005  
 DRAWN BY: TCF  
 CHECKED BY: RAG  
 DATE: 01/27/2015  
 SCALE: AS NOTED  
 CADD ID: B14019755508

**SITE DEVELOPMENT PLANS FOR RHINEBECK REALTY, LLC**

LOCATION OF SITE  
 1413 UNION AVENUE  
 TOWN OF NEWBURGH  
 ORANGE COUNTY, NEW YORK

**BOHLER ENGINEERING**

17 COMPUTER DRIVE WEST  
 ALBANY, NY 12205  
 Phone: (518) 435-9500  
 Fax: (518) 435-9500  
 www.BohlerEngineering.com

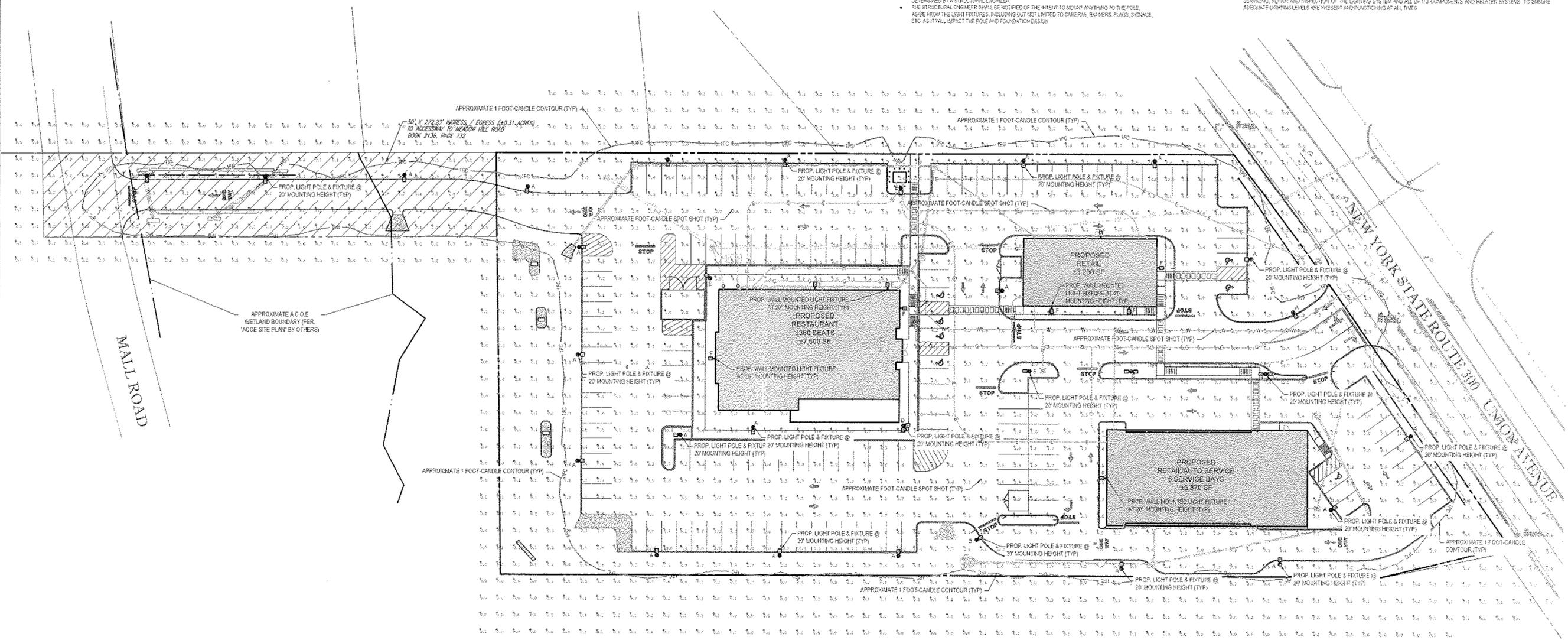
**R.W. OSTERHOUDT**

PROFESSIONAL ENGINEER  
 NEW YORK LICENSE NO. 10938

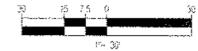
SHEET TITLE:  
**LIGHTING PLAN**

SHEET NUMBER:  
**11**  
 OF 14

REV 2



THIS PLAN TO BE UTILIZED FOR LIGHTING PURPOSES ONLY



**811**

Know what's below.  
 Call before you dig.

P:\118140\DWG\Plan\_Typ\_Urn\_Are... 11/19/15 14:20:15, 287.45 KB, 28x36, Plotter: Center Color (320 x 11.00) Inches, 1:1 (80%)



REV.	DATE	COMMENT	BY
1	05/08/15	FRONT YARD SETBACK	TCF
2	05/28/15	PER TOWN COMMENTS	TCF
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

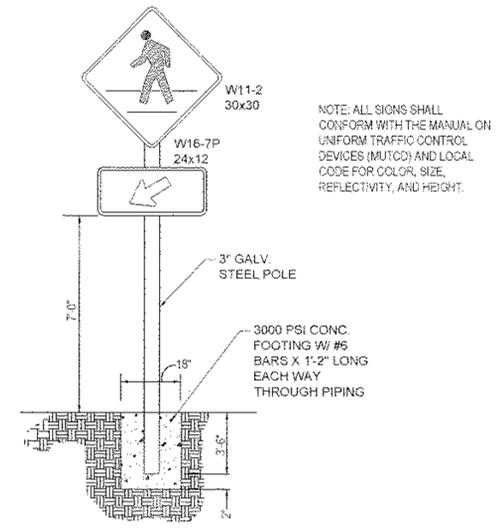
**PRELIMINARY**  
 PROJECT NO: 6140107  
 DRAWN BY: TCF  
 CHECKED BY: RWO  
 DATE: 01/27/2015  
 SCALE: AS NOTED  
 CAD: D 6140107/8556

**SITE DEVELOPMENT PLANS FOR RHINEBECK REALTY, LLC**  
 LOCATION OF SITE  
 1413 UNION AVENUE  
 TOWN OF NEVESHURGH  
 ORANGE COUNTY, NEW YORK

**BOHLER ENGINEERING**  
 17 COMPUTER DRIVE WEST  
 ALBANY, NY 12205  
 Phone (518) 438-6900  
 Fax (518) 438-0000  
 www.BohlerEngineering.com

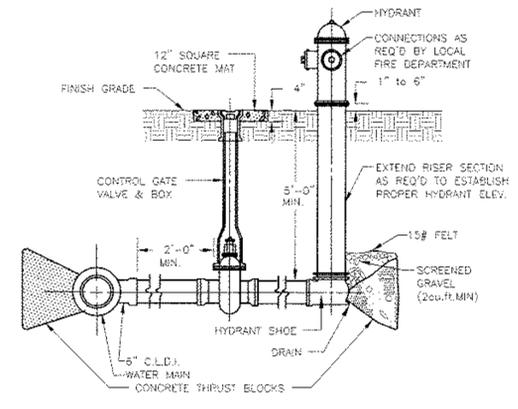
**R.W. OSTERHOUDT**  
 PROFESSIONAL ENGINEER  
 NEW YORK LICENSE NO. 147693

**CONSTRUCTION DETAIL SHEET**  
 SHEET NUMBER:  
 13 OF 14  
 REV 2



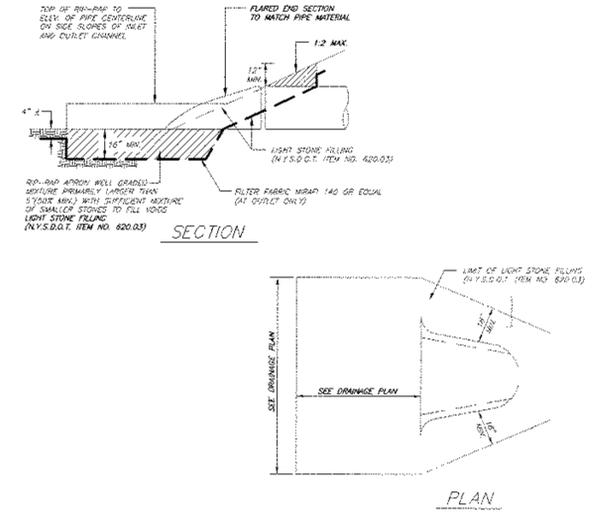
**PEDESTRIAN CROSSING SIGNAGE**

N.T.S.



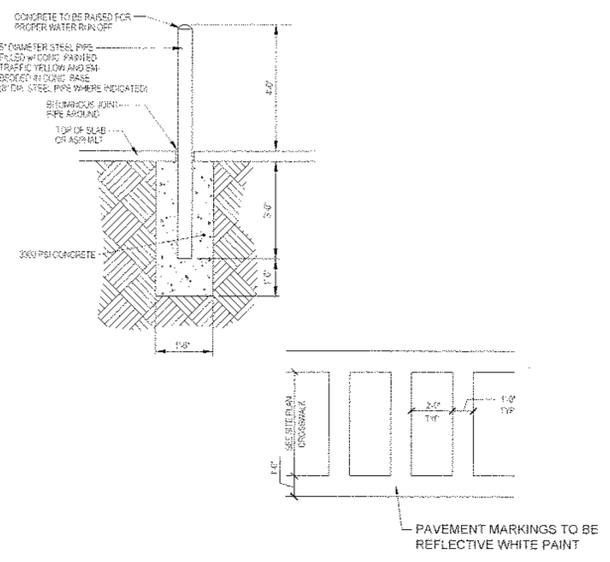
**HYDRANT DETAIL**

N.T.S.



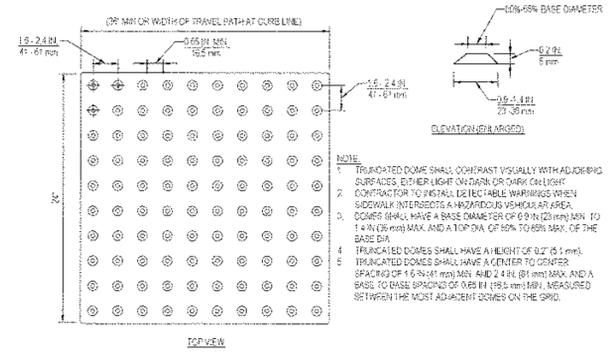
**STORM SEWER END SECTION DETAILS**

N.T.S.



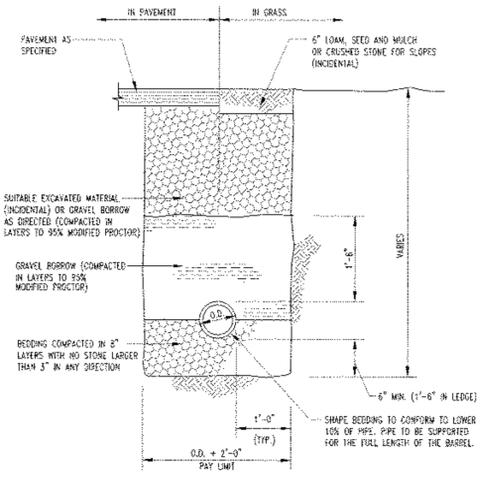
**BOLLARD & CROSSWALK DETAIL**

N.T.S.



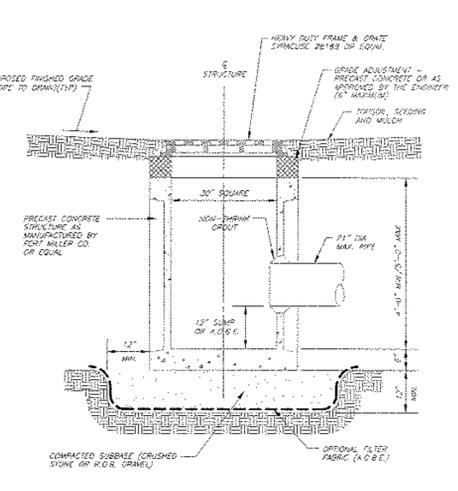
**TRUNCATED DOME PATTERN**

N.T.S.



**STORM SEWER PIPE TRENCH DETAIL**

N.T.S.



**PRECAST CONCRETE CATCH BASIN**

N.T.S.

C:\Users\BOHLER\OneDrive\Documents\Projects\1413 Union Ave\1413 Union Ave.dwg, 05/28/15, 9:51:54 AM, Revlog Item, User: BOHLER, 11/10/2015, 11:10:00



**LEGEND:**

- CB CATCH BASIN
- HYD M HYDRANT
- LP LIGHT POLE
- SM SANITARY MANHOLE
- STM STORM MANHOLE
- EM ELECTRIC MANHOLE
- MV METER VALVE
- TELEPHONE FERRIS WHEEL
- UTILITY POLE
- AS GAS LINE
- SFM SANITARY FORCE MAIN
- SLM STORM LINE
- WL WATER LINE
- TEL TELEPHONE LINE

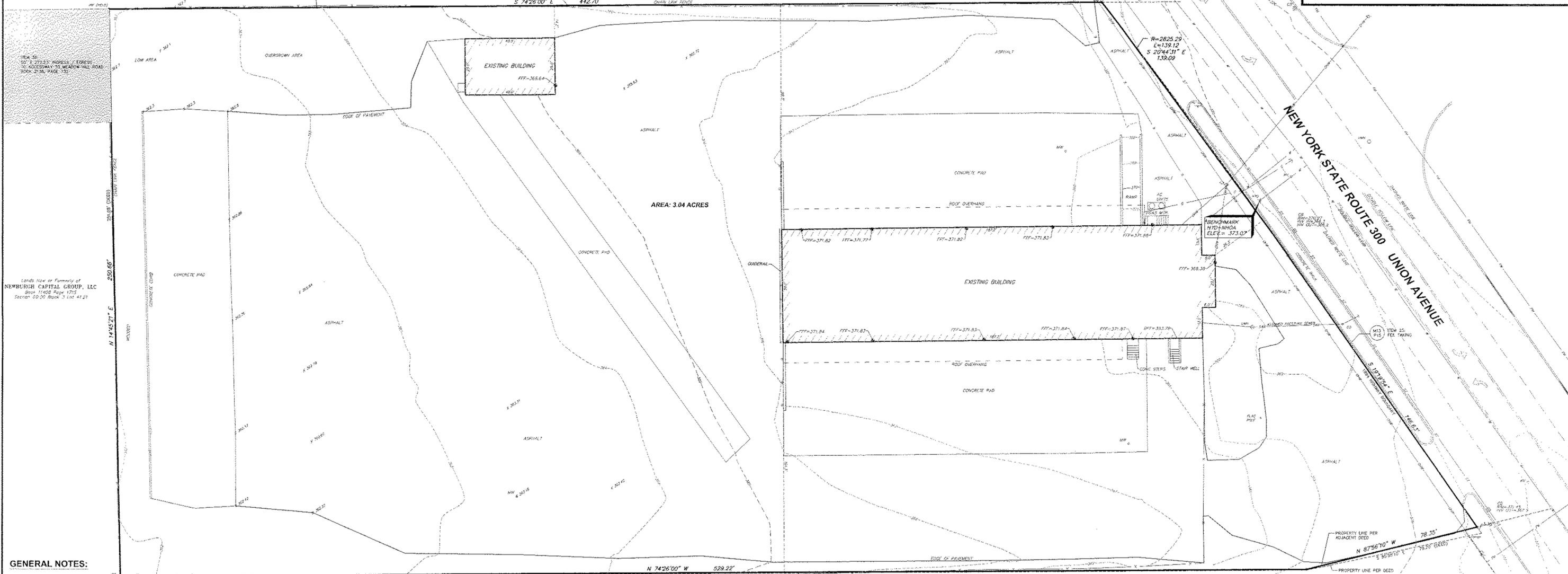
Lands Now or Formerly of  
**ROGER PETERKIN**  
Book 1877 Page 938  
Section 60.00 Block 3 Lot 38

Lands Now or Formerly of  
**ROGER PETERKIN**  
Book 1877 Page 938  
Section 60.00 Block 3 Lot 39

**LEGAL DESCRIPTION:**

ALL THAT PIECE OR PARCEL OF LAND SITUATE IN THE TOWN OF NEWBURGH, COUNTY OF ORANGE AND THE STATE OF NEW YORK, BOUNDED AND DESCRIBED AS FOLLOWS:  
  
BEGINNING AT A POINT LOCATED ALONG THE WESTERLY LINE OF NEW YORK STATE ROUTE 300, ALSO KNOWN AS UNION AVENUE, SAID POINT BEING THE INTERSECTION FORMED BY THE AFORESAID WESTERLY LINE OF UNION AVENUE WITH THE DIVISION LINE BETWEEN THE LANDS NOW OR FORMERLY OF NEWBURGH CAPITAL GROUP, LLC (BOOK 11408, PAGE 1715) ON THE SOUTH AND THE LANDS NOW OR FORMERLY OF JR & RAY LLC (BOOK 13067, PAGE 507) ON THE NORTH, THENCE IN A WESTERLY AND NORTHERLY DIRECTION AND ALONG THE AFORESAID DIVISION LINE, THE FOLLOWING THREE COURSES: 1) NORTH 87°56'10" WEST, 78.35 FEET TO A POINT, 2) NORTH 74°26'00" WEST, 529.22 FEET TO A POINT AND 3) NORTH 14°45'21" EAST, 250.66 FEET TO A POINT; THENCE IN AN EASTERLY DIRECTION AND ALONG THE LANDS NOW OR FORMERLY OF ROGER PETERKIN (BOOK 1877, PAGE 938) SOUTH 74°26'00" EAST, 442.70 FEET TO A POINT; THENCE IN A SOUTHERLY DIRECTION AND ALONG THE AFORESAID WESTERLY LINE OF UNION AVENUE, THE FOLLOWING TWO COURSES: 1) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2,859.29 FEET, AN ARC LENGTH OF 139.12 FEET AND BEARING A CHORD OF SOUTH 20°44'31" EAST, 139.09 FEET TO A POINT AND 2) SOUTH 19°19'54" EAST, 146.63 FEET TO THE POINT OR PLACE OF BEGINNING.  
  
CONTAINING IN ALL 3.04 ACRES OF LAND BEING MORE OR LESS

SITE LOCATION PLAN: 1"=2000'



**GENERAL NOTES:**

- 1. NORTH IS ORIENTED TO DEED REFERENCE 1.
- 2. VERTICAL DATUM IS NAVD83, ESTABLISHED FROM GPS OBSERVATIONS AT THE TIME OF SURVEY.
- 3. UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW.
- 4. ONLY COPIES FROM THE ORIGINAL OF THIS SURVEY MARKED WITH AN ORIGINAL OF THE LAND SURVEYOR'S WRITTEN SEAL OR HIS EMBOSSED SEAL SHALL BE CONSIDERED TO BE VALID TRUE COPIES.
- 5. SURVEYED FROM RECORD DESCRIPTION AND AS IN POSSESSION.
- 6. SUBJECT TO COVENANTS, EASEMENTS, RESTRICTIONS, CONDITIONS AND AGREEMENTS OF RECORD.
- 7. SURVEY SUBJECT TO ANY RIGHT, TITLE OR INTEREST THE PUBLIC MAY HAVE FOR HIGHWAY USE.
- 8. SURVEY SHOWN IS SUBJECT TO ANY SUBSURFACE CONDITIONS THAT MAY EXIST, IF ANY.

**TAX PARCEL NUMBER:**

TOWN OF NEWBURGH, ORANGE COUNTY, NEW YORK  
SEC. 60.00 - BLK. 3 - PARCEL 40.2

**FLOOD ZONE NOTE:**

PROPERTY SHOWN HEREON DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA ("SFHA") AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. THE PROPERTY LIES WITHIN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, AS SHOWN ON THE FLOOD INSURANCE RATE MAP IDENTIFIED AS COMMUNITY PANEL NO. 3097100109E, PANEL 139 OF 630, OF THE TOWN OF NEWBURGH, ORANGE COUNTY N.Y., BEARING AN EFFECTIVE DATE OF AUGUST 3, 2009.

**MAP REFERENCES:**

1. "BOUNDARY & TOPOGRAPHIC SURVEY SECTION 60, BLOCK 3, LOTS 40 & 41 22" PREPARED BY LANGAN, DATED FEBRUARY 1, 2012 PROVIDED BY THE CLIENT.

**DEED REFERENCES:**

1. JR & RAY LLC TO JR & RAY LLC, DATED SEPTEMBER 23, 2010 AND RECORDED IN THE ORANGE COUNTY CLERKS OFFICE IN DEED BOOK 13067 AT PAGE 507.
2. JOHN J. LEASE, JR., ELIZABETH L. LEASE, RICHARD F. LEASE AND RAFAEL A. LEASE TO THE FAIRFIELD MALL LIMITED PARTNERSHIP, DATED JULY 6, 1979 AND RECORDED IN THE ORANGE COUNTY CLERKS OFFICE IN DEED BOOK 2136 AT PAGE 732.

**EASEMENT NOTES:**

BASED UPON REVIEW OF STEWART TITLE INSURANCE COMPANY, TITLE POLICY NO. SA-113318-ORNS, EFFECTIVE DATE OF JUNE 20, 2014 SCHEDULE B:  
  
ITEM NO. 25. NOTICE OF APPROPRIATION LIBER 2355, PAGE 5 DOES NOT AFFECT THE PROPERTY. THIS APPROPRIATION LIES SOUTH OF THE PROPERTY. NOTICE OF APPROPRIATION LIBER 2480, PAGE 15 IS SHOWN HEREON. THE TEMPORARY EASEMENT ATTACHED TO THIS IS ASSUMED TERMINATED.  
  
ITEM 56. 50 FOOT RIGHT OF WAY IN LIBER 2136, PAGE 732 IS SHOWN HEREON AND IS IN BENEFIT OF THIS PROPERTY.

Lands Now or Formerly of  
**NEWBURGH CAPITAL GROUP, LLC**  
Book 11408 Page 1715  
Section 60.00 Block 3 Lot 41.21



**CERTIFICATION:**

THIS IS TO CERTIFY TO MAVS TIRE SUPPLY, LLC AND STEWART TITLE INSURANCE COMPANY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THE FIELD WORK WAS COMPLETED ON JUNE 14, 2014.

SIGNED: *V. P. Ausfeld* DATE: AUGUST 2, 2014  
N.Y.S. REGISTRATION NO. 049597

<b>1413 UNION AVENUE</b>	
<b>ALTA/ACSM LAND TITLE SURVEY OF THE LANDS TO BE CONVEYED TO MAV'S TIRE SUPPLY, LLC</b>	
TOWN OF NEWBURGH	ORANGE COUNTY, N.Y.
SCALE: 1"=20'	JUNE 20, 2014
DRAWN BY: KCW	PROJECT NO: 14-1342
<b>Ausfeld &amp; Waldruff Land Surveyors LLP</b> 514 State Street, Schenectady, N.Y. 12305 Phone: (518) 346-1595 Fax: 518-770-1655	
VINCENT P. AUSFELD P.L.S. L.C. 6988 406957 www.a-w-ls.com	